

**Dobson Ranch Assumption of Risk and Waiver of Liability for Facilities Use**

I, as one of the undersigned participants, am eighteen years of age or older, and, if applicable, I as the parent or legal guardian of one or more of the undersigned participants have voluntarily decided on behalf of myself and, if applicable, my child(ren) to make use of the pool and other facilities of The Dobson Association, Inc. (the "Association"). I realize the nature of my/our use of the pool and other facilities may expose me/us to hazards or risks that may include, but are not limited to: cleaning supplies; other household or commercial chemicals; various native and domestic animals; native and non-native plants, fungi, and molds; disease and illness, including, but not limited to, waterborne illnesses and COVID-19; broken or sprained limbs; injuries to joints or muscles; overexertion; heat exhaustion; along with other, more serious injuries, including drowning, hospitalization, and death. I understand and appreciate the nature of such hazards and risks and voluntarily assume them on behalf of myself and, if applicable, my child(ren). I have read and agree that I/we will comply with the Association's written rules and regulations for use of the pool and other facilities, and I accept personal responsibility that I/we will always act in a safe manner. I declare myself/ourselves to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent or substantially hinder my/our use of the pool and other facilities.

In consideration of my/our use of the pool and other facilities, I hereby accept all risk to health or property on behalf of myself and, if applicable, my child(ren) and release the Association, its directors, officers, agents, employees, or independent contractors (collectively, the "Indemnified Parties") from any and all liability to me/us, my/our personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my/our property and for any and all illness or injury to my/our person, including death, that may result from or occur during my/our use of the pool and other facilities, whether caused by negligence of the Indemnified Parties or otherwise. I further agree that if any litigation or claim results arising out of, pertaining to, or in relation to my/our acts or omissions during use of the pool and other facilities, and one or more of the Indemnified Parties are named as a party or joined as a party to such litigation or claim, I agree to hold the Indemnified Parties harmless, defend and indemnify them in regard to any judgment entered against them and in regard to their litigation expenses, including but not limited to reasonable attorneys' fees, costs and out-of-pocket expenses.

**BY SIGNING BELOW, I DECLARE THAT I HAVE CAREFULLY READ THIS "DOBSON RANCH ASSUMPTION OF RISK AND WAIVER OF LIABILITY FOR FACILITIES USE" IN ITS ENTIRETY AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY/OUR ILLNESS, INJURY OR DEATH OR DAMAGE TO MY/OUR PROPERTY THAT OCCURS WHILE I/WE USE THE POOL AND OTHER FACILITIES, AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY CAUSED BY MY/OUR ACTS OR OMISSIONS DURING MY/OUR USE OF THE POOL AND OTHER FACILITIES. I AGREE THAT COPIES OF THIS LIABILITY WAIVER AND/OR ELECTRONIC SIGNATURES ON THIS DOCUMENT SHALL BE CONSIDERED AS LEGALLY EFFECTIVE AND BINDING AS ORIGINAL SIGNATURES.**

<b>Printed Name</b>	<b>Signature and Date</b>
<b>Printed Name</b>	<b>Signature and Date</b>
<b>Other Minor Participant Name(s)</b>	<b>Lot#/Address</b>