



Property Waiver and Release of Liability

In consideration of the risk of injury or property damage while participating in: _____

("the Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this Waiver and Release of Liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge **Bella Vista Townhouse Association**, located at 2 Cora Circle, Bella Vista, AR 72715, their affiliates, managers, staff, volunteers, representatives, predecessors, successors and assigns, for any injury and/or property damage, including but not limited to, damaged exterior paint, damaged roofs, damaged HVAC units, structural damage, water intrusion, broken windows, broken outdoor furniture, damaged solar panels, damages, that I may suffer as a direct result of my participation in the aforementioned Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I assume all related risks, both known or unknown to me, of my participation in this Activity.

I agree to indemnify and hold harmless **Bella Vista Townhouse Association** against any and all claims, suits or actions of any kind whatsoever for liability, injury, property damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf.

I hereby acknowledge that I have carefully read this "Waiver and Release" and fully understand that it is a Release of Liability. I agree to release and discharge **Bella Vista Townhouse Association** and all of its affiliates from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against **Bella Vista Townhouse Association** for personal injury or property damage.

Both parties represent they fully understand their right to review all aspects of this release with attorney's of their choice, that they have had the opportunity to consult with attorney's of their choice, that they have carefully read and fully understand all the provisions of this release and that they are freely, knowingly and voluntarily entering into this release.

This Waiver and Release of Liability shall remain in effect for the duration of "the Activity", during this initial and all subsequent events of participation.

This Waiver and Release has been read and fully understood by the undersigned and has been explained to me.

Address: _____ City: _____ State: _____ Zip: _____
Property Address

Signature: _____ Printed Name: _____ Date: _____
Property Owner Property Owner

Bella Vista Townhouse Association Representative Title: _____ Date: _____