

**ENGLEWOOD GARDENS HOMEOWNERS ASSOCIATION  
PLAYGROUND RELEASE AND WAIVER OF LIABILITY**

\_\_\_\_\_  
**Date**

**Name:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Homeowner's Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Child's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Child's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

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**Child's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**RELEASE & WAIVER OF LIABILITY**

I, \_\_\_\_\_, for myself and for my child(ren) listed above understand and agree to the following:

1. I must be present while my child(ren), or any adults and/or child(ren) I invite who are not members of the Englewood Gardens Homeowner's Association, actively participate in activities at the Englewood Gardens' Playground. I further understand that adults and children may get hurt while at said playground, and there is a risk of property damage, serious injury, or death inherent in myself, my child(ren), or any adults and/or child(ren) I invite who are not members of the Englewood Gardens Homeowner's Association, using said playground.

2. I also understand that there are inherent risks in myself, my child, or any adults and/or child(ren) I invite who are not members of the Englewood Gardens Homeowner's Association, using said playground, including but not limited to, the use of the playground equipment, which may or may not be obvious and which may pose serious threats to any person if used improperly.

3. I acknowledge that although Englewood Gardens has attempted to create an injury free play area, however, my child(ren) and any guests invited by myself, require constant attention, and I agree to be personally responsible for providing that attention.

4. I agree to never allow anyone to use said playground without my supervision.

5. I agree to follow any instructions and/or rules established by the Englewood Gardens Homeowners Association regarding use of the playground, whether written or orally given by a board member of the Homeowner Association.

6. I understand and agree that a board member of Englewood Gardens Homeowners Association can require me to remove myself, my child(ren), and/or any adults and/or child(ren) I invite who are not members of the Englewood Gardens Homeowner's Association, from the playground at anytime for any reason.

7. I understand and agree that at any time, Englewood Gardens Homeowners Association reserves the right to revoke my access to the Playground at anytime for any reason.

8. I do not hold Englewood Gardens Homeowners Association responsible and/or liable for any injuries suffered by myself, my child(ren), or any adults and/or child(ren) I invite who are not members of the Englewood Gardens Homeowner's Association, while using the Englewood Gardens Playground.

9. I agree to **RELEASE, DISCHARGE, NOT SUE AND HOLD HARMLESS**, Englewood Gardens Homeowners Association and its board members, from any loss, liability, damage, or costs whatsoever arising out of or related to any loss, damage, or injury (including death) to me, my child(ren), or any adults and/or child(ren) I invite who are not members of the Englewood Gardens Homeowner's Association, arising out of or in anyway connected with use of the Englewood Gardens' Playground, for any reason or cause.

10. I further agree to assume personal liability for any harm and/or injury that may occur to myself, my child(ren), or any adults and/or child(ren) I invite who are not members of the Englewood Gardens Homeowner's Association.

11. I have read this document fully, understand the terms and conditions listed herein, and sign this document voluntarily.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Board Member Approval by:** \_\_\_\_\_

**Date:** \_\_\_\_\_