



WAIVER AND ASSUMPTION OF RISK FOR RENTAL AND USE OF AMENITY

I/we, the undersigned Owner / Resident at SOHO Square Homeowners Association, Inc., (the "Association") on this _____ day of _____, 2019, do hereby fully waive, hold harmless and release the Association, its Board of Directors, the Managing Agent, and all successors and assigns from, of, to, or with, the Association or any association thereof, (the "Releasees"), from any and all liability, claims for use of, personal injury from or associated with, negligence, property damage, damages, or death that may result from my/our presence at, use of, or participation in any section, area, or element of the Amenity Center.

Upon possession of a Gate fob and/or Key card and upon the presence at, use of, and/or participation in any section, area, or element of the Amenities provided by the SOHO Square Homeowners Association and/or the SOHO Square Master Association regardless of the activities I/we understand that I/we as well as the occupants of my/our home, as well as any Tenant, Guest, or Invitee who may visit the Amenity Center and/or participate in any use of or event held does so AT MY/OUR/THEIR OWN RISK. I/we understand that my/our presence at or use of any area or element of the Amenity Center is completely voluntary and I/we assume all risks as do any Occupants of my/our home as well as Tenants, Guests, and Invitees. I/we understand it is my/our responsibility to ensure we inform all Occupants, Tenants, Guests, and Invitees as well as Vendors whom I/we may hire of this waiver and assumption of risk.

I/we, on behalf of myself/ourselves and the occupants within my/our household, hereby voluntarily, at my/our own risk, sign this Waiver and Assumption of Risk in sole consideration of being permitted to use the gate fob and/or key card and any system said gate fob and/or key card operates or provides access to (the "facilities or property").

I/we hereby acknowledge and understand that there are dangers and risks associated with the use, presence, and/or activities described above or associated with visiting, accessing, and/or use of any Common Area or amenity which have been fully explained to me or I/we have read the rules and regulations and understand my/our presence is hereby considered consent and agreement to all terms and acceptance of all risks.

I/we hereby agree to abide by all rules, regulations, instructions, policies and procedures imposed by the Releasee relating to the use of the facilities or property and I/we understand this Waiver and Assumption of Risk fully releases and holds harmless the Releasees' and by signing this Waiver and Assumption of Risk, I/we fully assume the dangers and risks, and agree to use my best judgment while engaging in those activities.

I/we further agree to indemnify and hold harmless the Releasees', all employees, agents, officers, and all successors and assigns from and against any and all liability incurred as a result of or in any manner related to my participation in the activities. I/we hereby certify that I/we are Owner(s) and/or Resident(s) living within the Association and are of legal age and competent to execute this Waiver and Assumption of Risk, and that in doing so of my/our own free will and accord, voluntarily and without duress, and that I/we do so intending to bind myself/ourselves, my/our executor, my/our Occupants of my/our home as well as any guests and invitees, and my/our heirs, to the fullest extent.

All Primary Owners and/or Residents of the household must sign this form

Signature of Owner/Resident

Signature of Owner/Resident

Phone: _____

Property Address

Office Use Only:

Form Accepted By: _____ (initial) Ownership/Residency Verified: Yes No (circle one)

Gate Fob / Key Card Issued: Yes No (circle one) If Yes, list item(s) issued, ID of Item(s) and number of Items Issued:
