



## Release, Waiver and Indemnity for the Use of Dog Bone Park

I, on behalf of myself, my children, if any, my family members and my guests, desire to use Dog Bone Park, owned by Castle Oaks Metropolitan District No. 3 ("District"), and operated and maintained by Castle Oaks Estates Master Association ("Association") for the benefit, use and enjoyment of residents and property owners within the District and the general public, and do hereby recognize the possibility of physical injury and loss associated with the use of Dog Bone Park. I agree that I, my children, if any, my family members and my guests will abide by all rules, regulations and policies of the Association and/or the District related to the use of Dog Bone Park, and do hereby release the Association and the District for all liability for property damage and bodily injury, occurring directly or indirectly, in connection with the use of Dog Bone Park.

I, as an adult user of Dog Bone Park, and for and on behalf of my children, my family members and any guests of mine using Dog Bone Park, if any, agree as follows:

1. To release and agree not to sue the Association and/or the District, or their directors, employees, agents, and subcontractors, with respect to any and all claims, liabilities, suits or expenses, including attorneys' fees and costs for any injury, damage, death or other loss incurred by me, my children, my family members, my guests, or my dog(s) in any way connected, directly or indirectly, with the use of Dog Bone Park by me, my children, my family members, my guests, or my dogs, and
2. To release and to indemnify, defend, and hold harmless ("indemnify" meaning protect by reimbursement or payment) the Association and the District, and their representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims: (a) brought by or on behalf of me, my children or a family member, or my guests, for any injury, damage, death or other loss in any way connected with the use of Dog Bone Park by me, my children, my family members, my guests, or my dog(s); and/or (b) brought by another user or any other person for any injury, damage, death or other loss to the extent caused, directly or indirectly, by my own conduct or that of my children, my family members, my guests, and/or my dog(s) in the course of using Dog Bone Park.

I further acknowledge I have reviewed and evaluated the risks and determined to use or allow my children, family members, guests, and/or dog(s) to use Dog Bone Park with full knowledge and acceptance of the risks. I understand that the Association and/or the District may not provide insurance coverage for accidents or injury sustained by me, my children, my family members, my guests, or my dog(s). I agree that use of Dog Bone Park shall be undertaken by me, my children, my family members, my guests, and my dog(s) at our sole risk, and neither the Association nor the District shall be liable for any injuries or any damage, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin.

Neither the Association nor the Districts shall be responsible or liable for articles damaged, lost, or stolen, in or about Dog Bone Park, or for loss or damages to any property including but not limited to automobiles and the contents thereof.

This Release, Waiver and Indemnity Agreement includes claim(s) resulting from the Association's and/or the District's negligence, and includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

I hereby attest that I have (1) carefully read, understand, and voluntarily sign this document and the above disclaimer, and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives, subrogors and estate; and (2) that I have received, read and understand the Association's and/or the District's rules, regulations, policies and procedures governing the use of Dog Bone Park.

Signed: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Date: \_\_\_\_\_