

## WAIVER, RELEASE AND INDEMNIFICATION

I, \_\_\_\_\_ as (**Leaseholder or Participant**), acknowledge that I have read and understand and agree to abide by the terms and conditions outlined herein. I understand that I, as well as any infant children of which I am the parent or guardian, are sometimes referred to in this document as the “**Participant**” and that, in executing this document, I do so on my own behalf and on behalf of any infant children of which I am the parent or guardian.

### **A. Assumption of Risk**

1. I acknowledge on my own behalf and on behalf of any infant children of which I am the parent or guardian, that I (or my infant children, as the case may be) will have access to and use of equipment, amenities and events (collectively the “Amenities”) offered by Rowan’s Ridge, including but not limited to:

- Pickle ball court;
- Recreation hall;
- Playground;
- Scooter park;
- Basketball court;
- Weekend food trucks;
- Outdoor markets;
- Carnival days;
- Petting Zoo;
- Store.

together with such further and other Amenities as may be provided by Rowan’s Ridge from time to time and that there are risks, dangers and hazards to which the Participant may be exposed in accessing and/or using the Amenities including, but not limited to the following:

- Injury (both minor and severe) and Death;
- Property Damage or loss;
- Physical contact with other people, equipment and facilities;
- Limited availability of medical assistance;
- Possible reckless conduct of other participants

2. I acknowledge, agree and represent that I understand that certain of the Amenities may involve physical activity. The Participant is qualified, in good health and proper physical condition to participate in such physical activity. I further agree and warrant that if at any time the Participant believes conditions to be unsafe, the Participant will immediately discontinue for the participation in the activity.

### **B. Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of Rowan’s Ridge allowing the Participant to access and use the Amenities, the Participant agrees as follows:

1. To hereby waive any and all claims that the Participant has or may have in the future against Rowan’s Ridge, its directors, employees, agents, representatives, contractors, successors and assigns (collectively, the “Releasees”) as a result of, arising from or in any manner connected to the Participant’s use of or access to the Amenities, howsoever arising and whether direct, indirect, incidental, consequential, special, punitive, ensuing or resulting, and whether known or

- unknown, and whether under contract, in tort, based on strict liability, pursuant to any duty of care, under statute at common law or in equity;
2. To release forever discharge from all liability and agree not to sue the Releasees from and against any and all liabilities, losses, damages, claims, actions and/or causes of action, demands, costs and expenses of any kind, foreseen or unforeseen, that the Participant might suffer or that my family members or dependents may suffer as a result of the Participant's access to or use of the Amenities due to any cause whatsoever, including, without limitation, that the same may have been caused by, contributed to or occasioned by any act or failure to act, including negligence, of any one or more of the Releasees.
  3. To hold harmless and indemnify the Releasees from any action claim, judgment or settlement advanced or entered against any of them, and all liability for any damage to the property of, or personal injury to, any third party who uses or has access to the Amenities at my invitation;

**C. Certification**

1. I certify on my own behalf and on behalf of any infant children of which I am the parent or guardian or any third party who has access to or uses the Amenities at my invitation that I/they:
  - (i) have no physical or mental challenges or conditions which would affect my/their ability to use or access the Amenities;
  - (ii) I/they am/are not and will not be under the influence of any drugs, alcohol, hallucinogens or any other substance that may impair my/their physical and/or mental abilities;
  - (iii) will take reasonable precaution for my/their safety and the safety of others;
  - (iv) will take full responsibility for wearing such protective equipment and apparel as is suitable in the circumstances or as may be instructed or directed;
2. In executing this document the Participant is not relying upon any oral or written representations or statements of any nature or kind made by the Releasees or any of them.
3. I am executing this document of my own will, in consideration of Rowan's Ridge granting the Participant or those third parties at the invitation of the Participant access to and/or use of the Amenities.
4. By signing this document, I confirm that I have read and understood its terms and that I am aware that am waiving certain legal rights which I or my next of kin, executors, administrators, assigns and children of which I am the parent or guardian may have. I further understand that there are risks associated with the Participant accessing and using the Amenities and, further, that the Participant is voluntarily participating at the Participant's own risk.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
(signature)