

**HICKORY POINT PROPERTY OWNERS ASSOCIATION, INC.
ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION
AND HOLD HARMLESS AGREEMENT**

Lot Owner's Name: _____ **Lot #** _____

For and in consideration of the undersigned Lot Owner, as identified above, on behalf of himself or herself and the invitees or others using the pool on their own premises at _____ the undersigned agrees, on behalf of himself or herself and others attending, to release **Hickory Point Property Owners Association (HPPOA)** as follows:

1. ASSUMPTION OF RISK

The undersigned understands and acknowledges the Kentucky requirements for pool and barriers is aware of the inherent risks of drowning and injury associated with use of a pool. The undersigned hereby asserts he or she knowingly assumes any and all such risks for any persons who may use the pool on their premises.

2. WAIVER OF LIABILITY

The undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions, claims or causes of action for personal injury, property damage, death, or loss of any kind whatsoever occurring to any and all persons arising as a result of use of the pool on their premises.

The undersigned does for any and all persons associated with the use of the pool on their premises, hereby release, discharge, waive and relinquish any action or cause of action, aforesaid, which may hereafter arise such use against HPPOA, its Board members, employees, or representatives, for any of said causes of action, whether the same shall arise by the negligence of any persons, or otherwise.

3. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The undersigned does for any and all persons associated with the use of their pool or premises hereby agree that in the event any claim for personal injury, property damage, or loss of any kind whatsoever shall be pursued against HPPOA, its Board members, employees, or representatives, he/she shall hold harmless and indemnify HPPOA, its Board members, employees, or representatives, from any and all claims or causes of action by whomever or wherever made or presented for personal injury, property damage, or loss of any kind whatsoever.

ACKNOWLEDGMENT

The undersigned has read the foregoing "assumption of risk", "waiver of liability", and "indemnification and hold harmless agreement", fully understands the terms, and understands that he/she is giving up certain rights, including the right to sue HPPOA, its Board members, employees, or representatives,. The undersigned acknowledges that he/she is signing the agreement freely and voluntarily and that this document is binding.

Signature of Lot Owner

Date