

Revised 10/04/2015



PRONGHORN RANCH

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RELEASE, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK

By signing this agreement, you are giving up certain legal rights, including the right to recover damages in case of injury, death or property damage. Read this agreement carefully before signing it. Your signature indicates your understanding of, and agreement to its terms.

By entering and using the Pronghorn Ranch Clubhouse Complex, I agree to abide by the rules and regulations of the Association and the liability release on this form.

I, the undersigned, in consideration of the services of the Pronghorn Ranch Homeowners Association (PRHOA), and PRHOA's consent to my use of the Pronghorn Ranch Clubhouse Complex, hereby agree to release and discharge PRHOA and its officers, directors, members, employees, agents and representatives on behalf of myself, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activities I am about to voluntarily engage in as a participant and/or volunteer bear certain known risks and unanticipated risks which could result in injury, death, illness, or disease, physical or mental damage to myself, my property or to spectators or other third parties.
2. I RELEASE, DISCHARGE, INDEMNIFY AND PROMISE NOT TO SUE PRHOA and its owners, officers, directors, members, employees, agents and representatives (hereinafter the "Releasees"), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property whether in tort, breach of contract or other course of action.
3. I agree to abide by and follow any instructions given and rules established by PRHOA or any of its employees with regard to my use of the Pronghorn Ranch Clubhouse Complex.
4. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while using the Pronghorn Ranch Clubhouse Complex and to cover bodily injury or property damage caused to a third party as a result of my use thereof. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.
5. I expressly agree that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Arizona and is intended to be as broad and inclusive as is permitted by Arizona law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
6. I acknowledge that this document is a contract and agree that if a lawsuit is filed against PRHOA or any Releasee for any injury or damage in breach of this contract or related to my use of the Pronghorn Ranch Clubhouse Complex, and PRHOA is the prevailing party, I will pay all attorney's fees and costs incurred by PRHOA or any Releasee in defending such an action pursuant to A.R.S. § 12.341.01.

My signature on this document indicates that I have read this entire document, understand it completely, understand that it affects my legal rights, and agree to be bound by its terms. I understand it is a promise not to sue and is a release and indemnity for all claims.

Date: _____

Name (Print): _____ Signature: _____

Email: _____ Phone: _____

Lot #: _____ Address: _____
(Street) (City, State) (Zip Code)

For Minor:

Minor's Name (Print): _____

Parent/Legal Guardian Name (Print): _____ Signature: _____

***** FOR OFFICE USE ONLY ***** FACILITATORS DATE & INITIAL *****

Access Card # _____ Registered Website _____ Photo Taken _____ Rcvd AC Guidelines _____

Guest of (Resident name) _____ Lot #: _____