

PRESTON OAKS OWNERS ASSOCIATION

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND CONTRACT RELATED TO USE OF GREENBELT

I understand that entering, exploring, or conducting any physical activity in the undeveloped tract of land in Preston Oaks sometimes referred to as the "Greenbelt" is potentially hazardous. I acknowledge that the hazards on this tract of land include, *but are not limited to*, known and unknown caves and sinkholes, overgrown vegetation, and feral animals. I understand that my entry upon and any use of the undeveloped tract of land may result in serious injury. I am also aware of all risks associated with participating in any activities on such premises, including *but not limited to* falls, contact with vegetation or feral animals, and the effects of weather.

I also understand that to reduce the risk of unauthorized use of the property, the Preston Oaks Owners Association, Inc. has erected a fence and locked gate at the entrance to the property. I have requested access to the property as a member of the Preston Oaks Owners Association, Inc. I understand that in response to my request, Preston Oaks will share with me the combination to the locked gate for my own use and no one else's use. I will safeguard the combination and will not entrust it to anyone else, including members of my own household and any minor children. Furthermore, I will refer any persons requesting the combination to the Board of Directors of the Preston Oaks Owners Association, Inc.

I assume full and complete responsibility for any injury or accident that may occur while I am on the property referenced above. Furthermore, I assume full and complete responsibility for any injury or accident that may occur to someone: (1) to whom I intentionally, recklessly, or negligently enable to have access to the key/code/combination and (2) who sustains injury while on the property references above. I, for myself and my heirs and executors, hereby waive, release, and forever discharge the Preston Oaks Owners Association, Inc. and each of its agents, representatives, successors, and assigns, from all liabilities, claims, actions, or damages that I now or in the future may have against them arising out of or in any way connected with my participation in activities on the above-identified premises. **I UNDERSTAND THAT THIS WAIVER INCLUDES ANY CLAIMS, WHETHER CAUSED BY NEGLIGENCE, THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE.**

Moreover, I assume full and complete responsibility for any property damage that results to property belonging to the Preston Oaks Owners Association, Inc. or any of its members as a direct or indirect result of any activities I conduct while I am on the premises described above.

Signed this _____ day of _____, _____.

Signature

Date

Printed Name

Preston Oaks Property Address