

HIDDEN VALLEY HEIGHTS
OWNER ACKNOWLEDGMENT AND WAIVER

This Acknowledgement and Waiver Agreement (“Agreement”) is made and executed by the undersigned Owner(s) of Unit No. _____ (“Owner”) in Hidden Valley Heights, a planned unit development located in Washington County, Utah.

As a Unit Owner in Hidden Valley Heights, and as a Member of the Hidden Valley Heights Owners Association (“Association”), Owner is entitled to the use and enjoyment of the Common Area and facilities and improvements thereon, subject to the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions of Hidden Valley Heights (“Declaration”) and any and all rules and regulations promulgated by the Board of Directors regarding the use and enjoyment of the Common Area. The Common Area and facilities and improvements thereon include, but are not limited to, a swimming pool, a gym containing exercise and fitness equipment, a basketball court, a climbing wall, and playgrounds containing playground equipment (hereafter collectively, “Facilities”). As a condition for and in consideration of Owner’s use and access to such Facilities, Owner hereby acknowledges and agrees as follows:

1. Owner acknowledges that the use of the Facilities by Owner, Owner’s family, and Owner’s guests, invitees, and tenants requires following all of the rules and regulations established by the Board of Directors governing the use of such Facilities. Owner further acknowledges that owner is responsible for any and all damages caused by Owner, Owner’s family and Owner’s guests, invitees, and tenants.

2. Owner **will occupy** or **will not occupy** the above described property. Owner acknowledges that proper notification and documentation must be given to the association upon all tenant/lessee changes and that failure to do so will subject to immediate fines for non-compliance. (Please include “Leasing Information Form”.)

3. Owner hereby acknowledges that no lifeguard is on duty or provided at the swimming pool and no physicians, supervisors, or trainers are on site at any of the Facilities to assist in the use, instruction, supervision, or operation of the Facilities; and Owner hereby assumes all responsibility, risks, liabilities, and hazards incident to Owner’s, Owner’s family, and Owner’s guests, invitees, and tenants’ use of the Facilities.

4. Owner, on behalf of Owner, Owner’s family, guests, tenants, and invitees, hereby waives any and all claims against the Association, the Declarant, and their officers, directors, and employees, agents, and members, respectively, for any injury to, or death of, any person or any damages to any property, in, upon or about the Properties (as defined in the Declaration), arising at any time and from any cause related to such use of the Facilities.

5. Owner assumes all responsibility for the actions and behavior of all persons present at the Facilities at Owner’s request or invitation and agrees to be personally responsible for causing all such persons to comply with the rules and regulations concerning use of the Facilities.

6. Owner, on behalf of Owner, Owner’s family, guests, tenants, and invitees, hereby agrees to indemnify and hold harmless the Association, the Declarant, and their officers, directors, and employees, agents, and members, respectively, from all loss, liabilities, damages, and costs (including attorney’s fees and court costs) that may be suffered or incurred by the Association, the Declarant, or their officers, directors, and employees, agents, and members, respectively, as a result of Owner, Owner’s family, guests, tenants, and/or invitees’ use of the Facilities, violation of any rule established by the Board governing the Facilities, or failure to comply with the terms of this Agreement.

7. Owner will not cause Owner’s key to any Facilities to be duplicated; will not allow any one else to use Owner’s key in order to gain access to any Facilities; nor will Owner allow any minor to use Owner’s key in order to gain access to the Facilities without adult supervision. Owner shall not provide his key to Owner’s tenant(s) until such tenant(s) have signed an Acknowledgement and Waiver Agreement with the Association.

8. Owner, Owner's family, guests, tenants, and invitees will not tamper with any lock, prop open any gate or door, or take any other action which would allow free access to the Facilities by any person.

9. Owner executes this Agreement on behalf of himself, and on behalf of his estate, heirs, executors, administrators, and assigns.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Utah. Each term of this Agreement is deemed severable, in whole or in part, and if any provision of this Agreement or its application in any circumstance is found to be illegal, unlawful or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect.

OWNER HAS CAREFULLY READ THIS AGREEMENT, KNOWS THE CONTENT OF THIS AGREEMENT, AND SIGNS THIS AGREEMENT AS HIS/HER OWN FREE ACT.

Signature

Date

Printed Name

Telephone

Email

Signature

Date

Printed Name

Telephone

Email

Please list the names of all family members (and the year of birth if the family member is 18 or under) who will be using the Facilities (occupants of the household):

