

**HIDDEN VALLEY HEIGHTS  
ACKNOWLEDGMENT AND WAIVER  
(LEASED UNITS)**

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This Acknowledgement and Waiver Agreement (“Agreement”) is made and executed by the undersigned, who is/are Tenant(s) in Unit No. \_\_\_\_\_ (“Tenant”) in Hidden Valley Heights, a planned unit development located in Washington County, Utah.

Tenant hereby acknowledges that his/her use of use and enjoyment of the Common Area and facilities and improvements thereon, is 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 Tenant’s use and access to such Facilities, Tenant hereby acknowledges and agrees as follows:

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

2. Tenant 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 Tenant hereby assumes all responsibility, risks, liabilities, and hazards incident to Tenant’s, Tenant’s family, and Tenant’s guests and invitees’ use of the Facilities.

3. Tenant, on behalf of Tenant, Tenant’s family, guests, 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.

4. Tenant assumes all responsibility for the actions and behavior of all persons present at the Facilities at Tenant’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.

5. Tenant, on behalf of Tenant, Tenant’s family, guests, 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 Tenant, Tenant’s family, guests, 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.

6. Tenant will not be issued any key to any Facilities separate from the key that the Owner of the Unit Tenant is leasing may issue Tenant. Tenant will not cause the Owner's key to be duplicated; will not allow any one else to use the key in order to gain access to any Facilities; nor will Tenant allow any minor to use the key in order to gain access to the Facilities without adult supervision.

7. Tenant, Tenant's family, guests, 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.

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

9. 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.

TENANT 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:

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