

Brookwood Homeowner's Association Community Center use Agreement

In consideration of the Brookwood Homeowner's Association (Association) allowing non-exclusive use of the recreational facilities including, but not limited to, Community Center, Community Swimming Pool, Play Fields, or any other common areas located within the Brookwood Subdivision (collectively referred to as "Facilities"), I, the undersigned, agree as follows:

1. I assume all responsibility, risks, liability and hazards incident to my use of the Facilities and hereby release and forever discharge the Association and their officers, directors and employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Facilities.
2. I agree to indemnify and hold harmless the Association and their officers, directors and employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability (including but not limited to attorney's fees) resulting from negligence or otherwise for an injury, to any person or property, suffered by me, my family members, employees, agents, guests, invitees or any member of the Association or any other person which arise from or are in any way related to my use of the Facilities.
3. I assume all responsibility for the actions and behavior of all persons present at the Facilities at my request or invitation or as a result of this Agreement, and agree to be personally responsible for causing all such persons to comply with the rules and regulations concerning any of the Facilities use. In addition, I agree to be responsible and liable for any monetary damages caused to the Facility by me, my family members, or any of my invitees. I understand and agree there is a non-refundable usage fee of \$20 to reserve and use the Brookwood Community Center unless I have disclosed in writing that I am using the Facility for a non-profit organization's gathering.
4. I acknowledge having received a copy of the Brookwood Community Swimming Pool Rules and Regulations; have carefully read and understand them; and agree to abide by them. I understand that the maximum number of guests allowed to accompany a member is six and I will be responsible for ensuring guests abide by these same Brookwood Community Pool Rules and Regulations. I understand that the Brookwood Community Pool can not be reserved exclusively, and that I will make certain my guests will not detract from the enjoyment of the pool by other Brookwood members and their guests.
5. **I have carefully read and understand this Agreement and agree to be bound by its terms.**

Name of Homeowner (printed)

Signature of Homeowner

Name of Joint Homeowner (printed)

Signature of Homeowner

Address: _____,

Brookwood Subdivision, Eagle, Idaho 83616

Daytime Telephone Number _____

Evening Telephone Number _____