



INFORMED CONSENT AND WAIVER OF LIABILITY

(minors must have same signed by an adult)

MUST BE 18 YEARS OR OLDER

I, the undersigned, do hereby confirm that I am over the age of 18 years, and I agree that, in consideration of my, and if relevant the below named minor, being permitted the unsupervised use of the facilities of The Lake at Heritage Pointe Owners Association (the "Association") and other good and valuable consideration, the sufficiency and receipt of which I acknowledge, I assume all risks of personal injury, death or property loss which might or does result from any cause whatsoever including, but not limited to, engaging in boating, paddle boarding, swimming, fishing, or skating (the "Activities"). By signing this document, I affirm that I am releasing the Association and their respective agents, employees, partners, officers, and directors (collectively the "Releasees") from any and all liability related to the usage of the Activities by myself, and my minor children, and I acknowledge that this form of release is a contract with legal consequences and I have read it carefully before signing and I confirm that I have read and understand the Association Rules and Regulations and agree that I, and if relevant the below named minor, will abide by said Rules and Regulations.

I acknowledge that the Activities include risks which cannot be eliminated without destroying the unique character of the Activities. The same elements that contribute to the unique character of the Activities can cause accidental injury, illness, or in extreme cases, permanent trauma, disability, or death. I understand that the Releasees do not want to frighten me or my minor children or dampen our enthusiasm, but the Releasees consider it important for me to know in advance what to expect and to be informed of the inherent risks of the Activities. The following describes some, but not all, of those risks:

1. The Association does not employ a lifeguard and does not provide supervision or assess the boating, paddle boarding, swimming, or skating skills of myself, my minor children, or my guests.
2. Swimming and aquatic activities are inherently risky and there is always a risk of serious injury including but not limited to drowning and head or bodily trauma.
3. Fatigue, overexertion, poor boating, paddle boarding, swimming, or skating skills, and failing to avoid dangerous areas, failing to follow any rules, inadequate supervision, slips and falls, and sun exposure can lead to injury or death.

I am aware that the Activities include risks to me, my minor children, and my guests. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury, or death. I agree to assume full responsibility for the inherent risks identified herein and those inherent risks not specifically identified for me and my minor children. The participation in the Activities is purely voluntary and I and my minor children elect to participate in same in spite of and in full knowledge of these inherent risks.

I confirm that neither myself nor my minor children are relying on the Releasees, or any one of them, in respect of ascertaining if I or my minor children have the degree of skill and knowledge required to participate in the Activities. I represent that I and my minor children are fully capable of participating in the Activities, without causing harm to myself, themselves or others. I, the undersigned, also agree to indemnify, defend and hold harmless the Association and its directors, committee members, employees and agents from any and all liabilities, claims, demands, actions of any kind, damages, losses, injuries, costs and expenses (including legal fees on a solicitor and client basis) for which the Association or its directors, committee members, employees or agents may become liable by reason of the use of the Facilities by myself, my minor children, and my guests. I acknowledge that any damage caused by myself, my minor children or, if relevant, my guests to the Association's property and equipment is my financial responsibility.



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Please Complete:

Dated at Foothills County, in the Province of Alberta, this _____ day of _____, 20 _____

Complete if relevant (check one):

Minor Resident:

Minor Guest:

Municipal Address of Minor: _____

Name of Minor: _____ Minor Date of Birth: _____

(THIS SECTION MUST BE COMPLETED BY AN ADULT)

Adult Resident:

Adult Guest:

Municipal Address of Signee: _____

Name of Signee: _____ Date of Birth: _____

Phone Number of Signee: _____

Signature of Signee: _____

EMERGENCY NOTIFICATION (Alternate Contact):

Name of Contact: _____

Relationship to Signee: _____

Phone Number: _____