

Lake Heather Oaks Park Pavilion Reservation & Indemnity Agreement

Lake Heather Oaks Homeowners' Association, Inc. (LHOHA) and Lake Heather Oaks Homeowner(s) (OWNER),

_____ (print name), hereby agree as follows:

OWNER reserves the LHO Park Pavilion for a private party or gathering (EVENT) on _____ (EVENT DATE)

during the following time period: _____ (EVENT TIME). This is a reservation of the Park Pavilion for OWNER'S use only on the date and time indicated above. However, the Park will remain open and available to any LHO Homeowner and their authorized guests, who may use other areas of the Park, including the bathroom facilities.

1. OWNER must be current on all annual and special assessments no later than seven days prior to the EVENT DATE, which is a precondition for the reservation and use of the Park Pavilion. Otherwise, LHOHA reserves the right to cancel the reservation and remove any signs, notices or displays regarding the event, that are located in the Park or by the gates and access road to the Park.
2. OWNER agrees to clean up all trash and debris resulting from the EVENT, removing same from the Park, and at the conclusion of the EVENT to put the Park back into the same condition it was in prior to the EVENT. Homeowner agrees to pay a \$150.00 clean up fee to LHOHA in the event of non-compliance with this paragraph.
3. LHOHA makes no representation or warranty of fitness for the EVENT or for any specific use or purpose of the Park Pavilion, playground equipment and park grounds and facilities. Prior to the EVENT the OWNER agrees to inspect the premises, pavilion, equipment and facilities to determine if they are suitable and safe for the purposes of the EVENT. OWNER is hereby notified that from time to time a) surface areas of the park may subside or form holes unexpectedly, b) broken glass and other sharp objects may be left by careless visitors, and c) playground equipment may become hot from sunlight. Should any such conditions or other safety issues with the grounds, facilities or equipment become apparent, OWNER agrees to immediately notify LHOHA. From time to time *alligators, snakes, turtles, birds of prey and other wildlife* have been seen in Lake Zambito and other areas immediately adjacent to the Park. OWNER hereby agrees to refrain from feeding or disturbing any such wildlife and hereby acknowledges that there are potential risks of serious injury from any interactions between people, pets and wildlife. *Diving or jumping from the dock into the water, and swimming in Lake Zambito is strictly prohibited.* OWNER shall take such measures as are reasonably necessary to protect themselves and their guests from any danger, including exposure to the coronavirus and any other infectious disease, and shall inform and supervise their guests to ensure compliance with the terms of this paragraph. EVENT participants are encouraged to comply with published guidelines of the U.S. Centers for Disease Control (CDC), to the extent reasonably possible: see <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>
4. OWNER assumes all risk of loss or injury to themselves and to any guest during the course of the EVENT, including coronavirus exposure, infection, and medical complications, and agrees to indemnify LHOHA from any loss, legal liability or expense, including attorney fees and costs, from any claim against LHOHA arising from, or relating to the EVENT, or claim. OWNER agrees to immediately notify LHOHA of any injuries or known instances of infection by the coronavirus or other infectious diseases, suffered by any person or pet and any damage occurring to the Park Pavilion, equipment, facilities or grounds, during the course of the EVENT, or which become known to OWNER after the conclusion of the EVENT.
5. OWNER is required to have a current policy of homeowners or other insurance with minimum liability coverage of \$300,000.00 for each occurrence and \$500,000.00 in the aggregate. Additionally, if the EVENT includes entertainment or rides utilizing electrical or mechanical equipment or animals, including but not limited to pony rides, wildlife exhibitions, bounce houses and similar types of entertainment, whether provided by the Homeowner or by a third party, OWNER must provide a copy of a Certificate of Insurance, showing General Liability insurance is current and in force, with minimum general liability limits of \$1,000,000.00 for Each Occurrence, with a \$2,000,000.00 Aggregate.

LAKE HEATHER OAKS
HOMEOWNERS ASSOCIATION, INC.
LakeHeatherOaksHOA@Gmail.com

Date: _____

Homeowner's signature

Telephone Number: _____

Email Address: _____