

**PENN
FOREST
STREAMS**
Property Owners Association

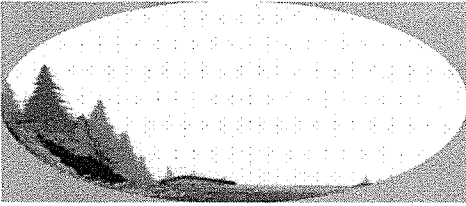
11 Clubhouse Road
Jim Thorpe, PA 18229
(570) 325-2458
office@pfspoa.org

**Directions for completion of forms
and receipt of access cards**

1. Complete the documents and return to agent of PFSPOA
2. Agent of PFSPOA will countersign the indemnity agreement and issue cards

**To use cards, simply hold up to keypad. The access point will unlock, and you may enter.

**Please go to the pool area and confirm your card works.



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**Penn Forest Streams
Annual Owners Information Update**

Owner's Name(s): _____

PFS Property Street Address: _____ Lot #: _____

Mailing Address #1 (if different from property address): _____

Mailing Address #2: (optional) _____

Home Number: _____ Email: _____

Cell # 1: _____ Cell # 2: _____

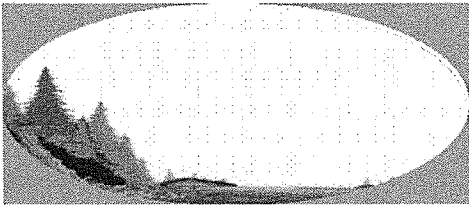
Emergency Contact (optional/to be used in case of issue at property and unable to contact owner(s):

Name: _____

Phone # 1: _____ Phone #2: _____

Vehicles (list all):

<u>Make/Model</u>	<u>Color</u>	<u>License#</u>
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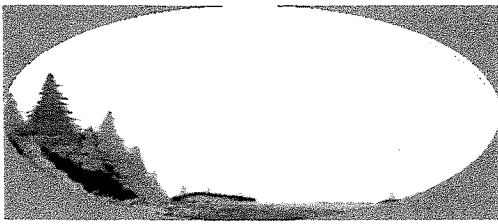
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**Receipt of Documents
Acknowledgement form**

1. RELEASE, WAIVER OF LIABILITY, ASSUMPTIONS OF RISK And INDEMINITY/HOLD HARMLESS AGREEMENT
2. RULES AND REGULATIONS; Last Revised as documented in section 14.4
3. TWO ACCESS CARDS; Labeled with your lot number

Lot # and Address: _____

PROPERTY OWNER: _____
(print) (sign)



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**RELEASE, WAIVER OF LIABILITY, ASSUMPTIONS OF RISK
And
INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

for use of

**PENN FOREST STREAMS PROPERTY OWNERS ASSOCIATION AMENITIES, POOLS,
PARKS, AND ALL COMMON GROUNDS AND ASSETS WHICH ARE MADE AVAILABLE
FOR USE BY ALL MEMBERS AND THEIR GUESTS, "AT THEIR OWN RISK"**

This Release, Waiver of Liability, Assumption of Risk, and Indemnification/Hold Harmless Agreement ("the Agreement") is hereby made on the ____ day of _____, 20__

between _____

of _____ (street address, city, county, state, zip code)

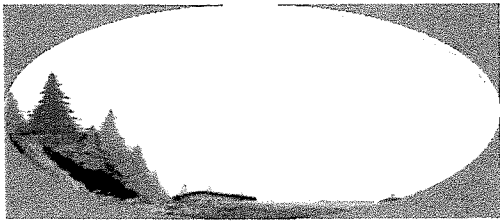
referred to herein as Owner, and Penn Forest Streams Property Owners Association, referred to herein as Association, a corporation organized and existing under the laws of the state of Pennsylvania, with its principal office located at 11 Clubhouse Road, Jim Thorpe, Carbon County, PA, 18229.

For and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Waiver/Release.** Owner, their heirs, successors, assigns, guests, family members, and invitees, hereby release, waive, discharge and covenant not to sue PENN FOREST STREAMS PROPERTY OWNERS ASSOCIATION., its affiliated clubs, their respective administrators, directors, agents, legal counsel, employees, other participants, unit owners, and members, all of whom are hereinafter referred to as "releasees," from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or part by negligence of the Owner and Owner's family, guests and invitees, in their use and enjoyment of Associations' property and amenities.

2. **Assumption of Risk**
Owner executes this Agreement for himself/herself/theirself and his/her/their heirs and any of their Minors, Guests, and invitees and acknowledges the inherent risks involved in the use of Association amenities', swimming pools, parks, assets, buildings, property and all other common grounds and property not specifically listed, which risks include, but are not limited to bodily injury, sickness, disease, or death. Owner also acknowledges that use of all Association amenities', swimming pools, parks, assets, buildings, property and all other common grounds and property not specifically listed, is at his/her/their heirs and any of their Minors, Guests, and invitees' own risk,

3. **Indemnification for Liability, Bodily Injury, Loss or Damage**
Owner agrees and undertakes to indemnify and defend Association and the Association's managing agent, partners, officers, directors, committee, chairpersons, committee members, board members, agents, management company(s), contractors, employees, servants, successors or assigns from any and all liability, loss, or damage Association may suffer as a result of claims, demands, costs, or judgments against Association arising from Owner's, and Owner's family's, guests' and invitees' use of any Association amenities, swimming pools, parks, assets, buildings, property and all other common grounds and property not specifically listed. Association agrees to notify Owner in writing, within 45 days, by registered or certified mail, at Owner's address as stated in this Agreement, of any claim made against Association on the obligations indemnified against.



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4. Agreement to Educate and Notify

Owner agrees to follow all deed restrictions, covenants, by-laws, and rules and regulations of the Association and is responsible for himself/herself/theirself and his/her/their heirs and any of their Minors, Guests, and invitees to also follow the same. The Owner agrees to inform his/her/their heirs and any of their Minors, Guests, and invitees of all deed restrictions, covenants, by-laws, and rules and regulations of Association and must also inform same that the use of all Association amenities, swimming pools, parks, assets, buildings, property and all other common grounds and property not specifically listed, is at their own risk. Up to date deed restrictions, covenants, by-laws, and rules and regulations of Association are located at <http://www.pfspoa.org/> under "forms/Documents" or may be requested by contacting the office via email at office@pfspoa.org or phone at 570-235-2458

THE UNDERSIGNED HAVE READ THE ABOVE DOCUMENT, UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.

OWNER :

_____ (print)

_____ (sign)

Agent of PENN FOREST STREAMS PROPERTY OWNERS ASSOCIATION, INC. :

_____ (print)

_____ (sign)