

Riverstone Homeowners' Association

Assumption of Risk and Release of Liability (HOA Ponds)

In consideration of permitting the undersigned, as an individual owning property (the "Homeowner") in the Riverstone Subdivision in Star, Idaho (the "Subdivision"), for and on behalf of such Homeowner's spouse, children, dependents, relatives, tenants, invitees, and guests, Homeowner or any occupant of Homeowner's property (collectively, "Permitted Users") the right to utilize a body of water and related facilities owned and/or operated by the Riverstone Homeowners' Association, Inc. (the "HOA") and located in the Riverstone Subdivision (each an "HOA Pond"), I, the undersigned, acknowledge and agree for myself and on behalf of the Permitted Users that:

1. There is a potential risk of illness and injury from the existence or any use of the HOA Ponds, including the potential for severe illness, disease, permanent disability and even death, and while particular skills and/or good health may reduce this risk, the risk of illness, disease, injury, and/or death does exist;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES (defined below) and assume full responsibility for my and the Permitted Users' presence in, and use of the HOA Ponds; and
3. I acknowledge receiving a copy of the Riverstone HOA Pond Rules (copy attached) (the "Pond Rules") applicable to any use of the HOA Ponds. I acknowledge and agree that the Ponds Rules may be amended from time to time. I will comply with, and will instruct and be responsible for the compliance by the Permitted Users with the Pond Rules and any customary rules, each as may be amended from time to time, and other terms and conditions for utilization of the HOA Ponds. I acknowledge that the existence of and compliance with the Ponds Rules is not a warranty or representation by the HOA that no injury will occur to any Homeowner or Permitted Users. If I observe any unusual and significant hazard during my presence in, or use of, the HOA Ponds, I will cease the use of the HOA Ponds and promptly bring such hazard to the attention of the HOA.

I, for myself and on behalf of the Permitted Users (including minor children), my and the Permitted Users' respective heirs, assigns and personal representatives, HEREBY RELEASE the HOA, its affiliates, officers, board of directors, agents, and/or employees, as well as the affiliates, officers, board of directors, agents, and/or employees of the entities that developed the Subdivision (the "Released Parties") from any claims, actions, liabilities and expenses (including court costs and attorney's fees) that I or the Permitted Users might have WITH RESPECT TO ANY AND ALL ILLNESS, DISEASE, INJURY, DISABILITY, DEATH or loss or damage to person or property associated with or arising out of, directly or indirectly, my presence in, or use of, and/or the Permitted Users' presence in or use of, the HOA Ponds, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE ("Claims"), to the fullest extent permitted by law. I further agree to indemnify, defend, and hold the Released Parties harmless from any Claims including Claims by any of the Permitted Users and their respective heirs, assigns or personal representatives.

**I HAVE READ THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY.
I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Print Name **Check One:** Homeowner's name Tenant's name _____
Date signed

Signature

_____, Eagle ID 83616
Property Address

The Homeowner is responsible for the tenant and all occupants. Please return this portion in the enclosed postage paid envelope.

Riverstone HOA Pond Rules

ENFORCEMENT OF RULES: Each Homeowner is to follow these rules and ensure all the Homeowner's Permitted Users follow these rules. Violations may result in a suspension of community privileges.

POND ACTIVITY RULES:

1. The HOA Ponds may be used only by HOA members and their guests, who are to be accompanied by the member.
2. Motorized watercraft are prohibited in any HOA Pond.
3. Water activities in or on the ponds, including use of non-motorized watercraft, boat fishing, and swimming in the water, are permitted ONLY on the western (largest) pond within the Riverstone community, the "Beach Pond".
4. All other HOA Ponds are limited to shoreline activities, such as fishing and wading.
5. Fishing is only permitted by HOA members and their guests, who are to be accompanied by the member. Fishing is to comply with any applicable rules or seasonal limitations that may be set by the Idaho Department of Game and Fish.
6. All fishing on Riverstone HOA Ponds must be catch & release using barbless hooks. Proper methods must be used to ensure the fish are not harmed or killed. Refer to the Idaho Department of Fish and Game for catch & release methods.
7. Daily fishing at the Beach Pond or from any common area may only take place between 8 AM and 6 PM due to the proximity of the ponds to HOA members' private lots.
8. After sundown and before sunrise, fishing, or other shoreline activities along an HOA Pond from a Homeowner's lot should not result in excessive noise. Lights may not be directed off a lot onto or over an HOA Pond.
9. Non-motorized watercraft and swimming are ONLY allowed at the Beach Pond during daylight hours.

GENERAL POND RULES:

1. There is no lifeguard at the HOA Ponds. Permitted Users are responsible for their own safety.
2. Permitted Users may use the HOA Ponds and common area on a first come, first serve basis.
3. There is NO SMOKING in HOA common areas including the HOA Ponds.
4. No abusive or foul language, swearing, yelling, or screaming is allowed.
5. There is no private event scheduling allowed of the HOA Ponds.
6. Flotation devices, non-motorized watercraft, and other personal items may not be stored or left in or at the HOA Ponds.
7. Homeowners/Tenants on a Lot backing to an HOA Pond are responsible for keeping the water edge and property adjacent to the HOA Pond in an attractive and sightly manner. Equipment and personal items should be stored out of sight when not in use.
8. All Permitted Users less than 14 years of age (children) must be accompanied by an adult, age 18 or older the entire time the Permitted Users under 14 (children) are in the water and/or common area along the HOA Ponds.
9. The HOA is not responsible for lost or stolen items.
10. Pets are not allowed in any HOA Ponds.
11. Homeowners/Tenants are allowed no more than 4 guests at any one time in the HOA Ponds unless coordinated in advance with the community manager. Guests are to be accompanied by the Homeowner/Tenant.
12. All Permitted Users must take remove their own trash and properly dispose of it.
13. NO GLASS bottles, containers, plates, etc. are allowed in the HOA Ponds. Broken glass in the HOA Pond may result in pond draining and cleaning and the Homeowner will be responsible for cost of such repair.
14. All repair costs for damage to the HOA Ponds, common areas, and/or other property or improvements will be paid by the responsible Homeowner if the damage is caused by any Permitted User of that Homeowner. Repair costs will be invoiced upon completion of the repairs and paid by the Homeowner within 30 days.
15. The Board of Directors may change the open and close hours for any HOA Pond and post those hours on the management company's Riverstone website.
16. Homeowners must be in good standing with their HOA dues. If a Homeowner is not in good standing, the homeowner and Permitted Users will not be allowed to use the HOA Ponds.