

DECLARATION, WAIVER, RELEASE, and HOLD HARMLESS AGREEMENT

1. The undersigned HOMEOWNER hereby affirmatively states and acknowledges the following in consideration for REFUSAL OF SAND/SALT APPLICATION TO DRIVEWAY, WALKWAYS AND STAIRS by the snow removal company that is chosen by Zain Ridge Condominium Trust Board of Directors or their contractors, on behalf of ZAIN RIDGE CONDOMINIUM TRUST. That REFUSAL is entirely voluntary and of HOMEOWNER'S choosing.
2. That HOMEOWNER executes this Declaration, Waiver, Release, and Hold Harmless Agreement in consideration for the opportunity to REFUSE APPLICATION OF SAND/SALT TO DRIVEWAY, WALKWAYS AND STAIRS.
3. HOMEOWNER assumes any risk of loss, damage, or injury to HOMEOWNER'S person and /or property and waives any claim in connection thereto against ZAIN RIDGE CONDOMINIUM TRUST, their officers, board members, or agents. Furthermore, HOMEOWNER waives any claim, demand, complaint or cause of action which HOMEOWNER now has or may have, whether known, developed or undeveloped, including but not limited to claims based upon negligence, on account or arising out of HOMEROWNER's decision for refusal of SAND/SALT application.
4. This declaration, waiver, release, and hold harmless agreement has been executed by the HOMEOWNER, relying on each HOMEOWNER'S own judgment and understanding of this declaration, waiver, release and hold harmless agreement, and no representation from any other party; participant further declares that he/she legally competent to execute the declaration, waiver, release and hold harmless agreement, and no representation from any other party; participant further declares that this document shall be binding upon his/her heirs, assigns, representatives and acknowledge that it shall be interpreted unto the laws of the Commonwealth of Massachusetts. If any section herein is declared to be invalid, it shall be severable from the balance of the declarations, waivers, release and hold harmless agreements made herein. HOMEOWNER further request that any court interprets this declaration, waiver, release and hold harmless agreement as broadly as possible in accordance with HOMEOWNER'S intentions set forth herein. Finally, HOMEOWNER certifies, by HOMEOWNER'S signature, that HOMEOWNER has read, fully understands, and agrees to abide by this declaration, waiver, release and hold harmless agreement.

Signature of HOMEOWNER: _____

Date: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____