



**ASSUMPTION OF RISK, RELEASE OF LIABILITY & ACKNOWLEDGMENT OF RULES  
& REGULATIONS RELATED TO USE OF SPRING VALLEY MANOR SUBDIVISION LAKE 2 (“FULL RELEASE”)**

READ CAREFULLY BEFORE SIGNING. THIS FULL RELEASE IS AN ENFORCEABLE CONTRACT BETWEEN YOU AND THE SPRING VALLEY MANOR PROPERTY OWNERS ASSOCIATION LITTLE ROCK, ARKANSAS. IT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. In consideration of being allowed to access and swim in Spring Valley Manor Lake #2 (“Lake Property”), for the year 2021, you acknowledge and agree as follows:

**I. POTENTIAL RISKS.** USE OF THE LAKE PROPERTY INVOLVES RISKS. IT IS NOT POSSIBLE TO COMPILE A COMPLETE LISTING OF THE RISKS. HOWEVER, THEY INCLUDE THE POSSIBILITY THAT YOU MAY SUFFER SERIOUS, EVEN FATAL, INJURY OR ILLNESS. Known risks include:

- The Lake Property is located in Spring Valley Manor subdivision, Little Rock, AR.
- Rocks, roots, vegetation, steep slopes, and unstable soils may create tripping and slip and fall hazards.
- Weather is unpredictable and can change quickly. Lightning strikes, heavy rain, hail, and high winds are possible.
- If lake is posted as containing harmful bacteria or parasites, swimming is not allowed.
- There are no lifeguards on duty at the Lake Property at any time.
- There are no rescue vehicles or medical facilities at the Lake Property.
- There are no trained security personnel at the Lake Property.
- Motorized and non-motorized boats are active in Lake #2 and have priority after 10 am and on holidays.
- At times the SID#7 deems it necessary to lower the lake. Swimming while lake is low is dangerous and advised against.

**II. YOU ASSUME ALL RISKS.** You voluntarily, knowingly, and freely assume, and take full responsibility for all risks, known and unknown, related to your access to and use of the Lake Property. Such risks include the possibility that Spring Valley Manor, Spring Valley Manor POA and their respective officers, directors, agents, contractors, volunteers, employees and assigns (collectively, the “LAKE OWNER AND OPERATOR”) may unknowingly be negligent, resulting in injury to you or your property. Spring Valley Manor POA requests and advises all open water swimmers to use a swim safety buoy float while swimming in Lake #2.

**III. YOU RELEASE ALL CLAIMS AGAINST THE LAKE OWNER AND OPERATOR.** YOU, for yourself and your heirs, assigns, personal representatives, and next of kin, RELEASE, INDEMNIFY, AND HOLD HARMLESS Spring Valley Manor Property Owners Association, its Members, Lake Owner(s) and Operator(s) from any and all causes of action (including but not limited to negligence), claims, demands, losses, expenses (including attorneys’ fees and costs) and liability arising out of or related to any INJURY, DISABILITY, or DEATH that you may suffer, or loss of or damage to property (including theft by third parties), arising directly or indirectly from your access to or use of the Lake Property.

**IV. AGREE TO SINGLE/LIMITED USAGE.** You understand and agree that access to and usage of Lake #2 by Spring Valley Manor is limited to yourself as a single entity and does not extend to usage by guests including but not limited to: family members, friends, and/or co-workers. Limited use includes training hours ONLY and DOES NOT include holidays or holiday weekends.

**V. IF YOU CAUSE DAMAGE TO THE LAKE PROPERTY, YOU AGREE TO PAY FOR ITS REPAIR.** If you (or, if you are a parent or legal guardian, your child) cause damage to the Lake Property (including equipment, natural features such as trees and slopes, or fish or wildlife), you agree that you will pay all costs and expenses associated with its repair or replacement (“Repair Costs”), including the costs of collection of the Repair Costs, which may include court costs and attorneys’ fees.

**VI. YOU AGREE TO FOLLOW ALL OF SPRING VALLEY MANOR POA RULES.** A copy of the Spring Valley Manor POA Rules of Conduct and Safety has been emailed to All in Multisport and by your signature below you acknowledge it is your responsibility to obtain a copy from them for your review. This Full Release is intended to protect the Lake Owner and Operator from liability for injuries to you and your property to the maximum extent allowed by Arkansas Law. Spring Valley POA can revoke this license at any time for any reason with written notice to person signed below.

The undersigned has read this Full Release, understands and agrees to its terms in full. This Full Release is executed freely and voluntarily, with full understanding that the undersigned is giving up substantial legal rights. IF THE LICENSEE IS UNDER 18 YEARS OF AGE, THE SIGNATURE OF A PARENT OR GUARDIAN OF THE LICENSEE IS REQUIRED.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.**

Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Print Name: \_\_\_\_\_ D/L # \_\_\_\_\_

Vehicle Lic. # \_\_\_\_\_ City \_\_\_\_\_ / STATE \_\_\_\_\_ / ZIP \_\_\_\_\_

Street Address \_\_\_\_\_