

EXHIBIT "B"
CENTERPOINTE PROPERTY OWNERS ASSOCIATION
RELEASE AND INDEMNIFICATION FORM

PARTICIPANT NAME: _____

ACTIVITY: **SWIM TEAM**

DATE(S): _____

CENTERPOINTE PROPERTY OWNERS ASSOCIATION, INC., (hereafter referred to as the "Association"), is the Owner and/or operator of certain common area facilities serving the members of the Association. In exchange for being permitted to participate in the activity described above, the undersigned agrees on his/her own behalf, and as the legal guardian of any participating minor, as follows:

1. I have read, acknowledged and agree to abide by the posted/published rules and regulations concerning the Association's facilities.
2. I agree to assume the risks involved with the use of the common areas within the Association.
3. To the fullest extent permitted by applicable law, I indemnify, protect, hold harmless and defend the Association and their respective heirs, legal representatives, members, managers, volunteers, partners, agents employees, officers, directors, shareholders, attorneys, parents and subsidiaries, from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, liabilities and expenses, including court cost and attorney's fees of any nature, kind or description (including without limitation, claims for property damage, injuries to or death of any person or entity) arising out of the use of the common areas owned by or under the control of the Association, by me, my family members and guests.
4. **THE OBLIGATIONS OF MEMBER UNDER THIS INDEMNIFICATION SHALL APPLY EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE ASSOCIATION AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE OF THE ASSOCIATION WAS ACTIVE OR PASSIVE OR BY ANY MATTER OR THING IN WHICH LIABILITY MIGHT BE IMPOSED.**
5. I agree that in the event any law is enacted, which governs this agreement and which limits in any way the extent to which indemnification may be provided to the Association, this agreement shall automatically be amended to provided that the indemnification provided hereunder shall extend only to the maximum extent permitted by applicable law.
6. This Agreement shall further constitute a waiver of subrogation by me against the Association and its insurance carries.

ACCEPTED AND AGREED:

Print Name: _____

Date

Parent or Guardian

Date

Print Name: _____