

Hampton on the Green Liability Waiver Form
Hampton on the Green Neighborhood Association, Inc.
Usage For Owner Landscaping Work on Common Area

This form provides a basic waiver and indemnification agreement for the Hampton on the Green Neighborhood Association, Inc. ("Association") for any claims related to landscaping work on common area initiated by or for any owner. Please review this form and the information it contains carefully. If you would like to perform landscaping maintenance on Common Areas adjacent to your home, by signing below you agree to assume the risks and waive the right to sue as stated below. Please initial and sign where indicated.

1. Common Area. I understand Common Area is defined in the Governing Documents and includes landscaped areas adjacent to my Lot. I acknowledge the Association may allow me to conduct, or engage a third party to conduct, landscaping on Common Area within a reasonable distance from my Lot and not in Common Areas which are closer in proximity to any other Lot. By allowing such maintenance, I acknowledge the Association is not granting me any permanent rights to the Common Area not specifically granted to me in the Governing Documents.

Initial here: _____

2. No Material Alterations. I will not cause any material changes to the nature of the Common Area around my Lot. Any maintenance performed on my behalf or by me shall be designed to maintain the current landscaping design. I will not remove any areas of turf, whole trees or shrubs, or make any other change without written permission from the Association, even if there are areas of dead turf, diseased or damaged trees, or diseased shrubs. Any trimming of trees or shrubs shall be limited to minor trimming. I agree to only conduct landscaping maintenance in a manner which matches the overall landscaping design of the community, including any watering patterns, turf length, trimming style, etc.

Initial here: _____

3. Financial Indemnification. I agree that any costs associated with landscaping maintenance conducted by me or on my behalf are my financial responsibility. I shall promptly pay any related third party invoice according to the payment terms provided by the third party, and I will take all reasonable steps to ensure there are no liens placed on Common Area for services performed on my behalf.

Initial here: _____

4. Liability Indemnification. I agree to indemnify the Association for any claims made against the Association caused in part or in whole by my actions or the actions of any third party hired by me related to landscaping conducted by me adjacent to my Lot. This indemnification includes reimbursement for legal expenses incurred by the Association in defense of such claims and any damage resulting therefrom, reduced proportionally by any portion of the damages resulting from the Association's own negligence, if any.

Initial here: _____

5. Liability Indemnification. I hereby agree to waive any claims against the Association for breach of the Governing Documents related to the Association Common Area

maintenance responsibilities if those responsibilities are partially or wholly assumed by me as part of the Common Area landscaping maintenance I choose to conduct on Common Area.

Initial here: _____

6. Privileges. The Association is not required to allow me to conduct landscaping services on Common Area, and the Association may prohibit me from continuing any landscaping at any time, and if that were to occur, I will have no right or claim against the Association for prohibiting me from conducting landscaping maintenance on Common Areas.
7. Scope of Work. The following is a complete list of the services I will cause to have done on Common Area for landscaping maintenance, and I will not exceed the scope of work so stated:

ASSUMPTION OF RISK:

ACKNOWLEDGEMENT: I have read this form and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I am at least eighteen (18) years of age and fully competent (and if indicated below I am the legal parent or guardian acting on behalf of the identified minors or legal wards); and I execute this form for full, adequate and complete consideration fully intending to be bound by the same.

DATED this ____ day of _____, 2024.

Property Address: _____

Signature

Print Name

Signature

Print Name

Hampton on the Green Neighbors Association, Inc.

By:

Its: