

**Extended Hours Waiver**

Rev. May 2024

**OWNERS ASSOCIATION OF HARMONY** (the “Association”) hereby grants permission to:

- a. \_\_\_\_\_ (the “**Resident**”); and
- b. any minors accompanied by the Resident who reside at the Resident’s residence located at: \_\_\_\_\_ (each being an “**Accompanied Minor**”);

to use the current lake located within the Harmony project, while such lake is in its seasonal operating period as notified from time to time by the Association, during the hours of 6:00 a.m. and 10:00 p.m. The Association hereby confirms that the Rules and Regulations of the Association are hereby deemed amended to extend the hours of operation for the lake for the persons named and described above, until the Association revokes this permission upon written notice to the Resident for any reason the Association in its sole discretion determines.

The undersigned Resident acknowledges and accepts the limitations of the aforesaid permission, and agrees not to allow or condone the entry of any guests or persons (other than those described above) to the lake during the extended hours under the means of access provided to the Resident or issued in connection with the Resident’s residence or otherwise.

The Resident further acknowledges that the aforesaid permission is in connection with the use of the lake and not any equipment or buildings near or associated with the lake, and that all other Rules and Regulations related to use of the lake shall be abided by the Resident and the Resident shall ensure that each Accompanied Minor also abides by such Rules and Regulations during the extended hours.

The Resident further acknowledges that further risks in using the lake may exist during the extended hours and that the Resident, on the Resident’s own behalf and on behalf of each Accompanied Minor, assumes all such risks without recourse to the Association, the owner of the lake or the developer of the Harmony project (being the developer member of the Association). The Resident confirms that the Resident has previously signed a Release and Waiver of Liability which release, waiver and indemnity therein shall extend to encompass the extended use of the lake granted under this document, and the Resident agrees to sign any additional or replacement form of release, indemnity and waiver of liability that may be provided to the Resident by the Association.

Resident’s Initials	The Resident acknowledges that s(he) has had the opportunity to fully review this document and to seek legal advice if the Resident had any questions or concerns regarding this document prior to signing this document. The Resident further acknowledges that neither the Association or the developer member of the Association nor any of their staff or agents has made any representations or given any advice to the Resident regarding this document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**OWNERS ASSOCIATION OF HARMONY**

**Resident Signature:**

Per: \_\_\_\_\_

\_\_\_\_\_

