

**RULES FOR USE OF MAPLE WOODS ESTATES HOMEOWNERS
SNOW BLOWERS**

1. The Maple Woods Estates Homeowners Association (hereinafter MWEHA) snow blowers are to be used only by members of the MWEHA.
2. No one under the age of eighteen (18) is permitted to operate the MWEHA snow blowers.
3. Only MWEHA members who have signed waivers on file with the Board of Directors are permitted to use the MWEHA snow blowers.
4. Members are not permitted to use the MWEHA snow blowers for financial gain.
5. Those who use a MWEHA snow blower agree to return the snow blower with a full tank of gas.
6. Those who intend to use the snow blower agree to read the manufacturer's Operating and Safety instructions provided with the snow blower before operating the machine, and follow all such instructions.
7. Those who borrow a MWEHA snow blower will use the blower in a timely manner.
8. Those who are using a MWEHA snow blower are to return the snow blower to the home indicated for storage or pass the snow blower on to the next MWEHA member in line to use it.
9. If the snow blower breaks down, the MWEHA will contact a MWEHA Board member immediately.
10. When the member is finished using the snow blower and is walking it to the next home for use, the member is asked to clear the sidewalk as he/she goes.
11. Failure to follow the above guidelines may result in forfeiture of the privilege to use the snow blowers.

NAME (Please Print) _____

Signature _____

Date _____

WAIVER, ASSUMPTION OF RISK AND INDEMNIFICATION
FOR USAGE OF SNOW BLOWER
MAPLEWOODS ESTATES HOMEOWNERS ASSOCIATION

In consideration of my use of any snow blower(s) owned by the Maple Woods Estates Homeowners Association (hereinafter MWEHA), I hereby VOLUNTARILY RELEASE, WAIVE AND DISCHARGE MWEHA, its officers, directors, agents, servants employees and independent contractors from any and all claims, demands, damages and causes of action of any nature whatsoever, both known and unknown, to include, but not by way of limitation, THE ORDINARY NEGLIGENCE OF MWEHA, ITS OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES AND INDEPENDENT CONTRACTORS, existing now or arising in the future, resulting from related to the said use of any snow blower(s) owned by MWEHA by the undersigned, or any member of the undersigned's family.

I understand and agree that I may not permit anyone to use said snow blower(s) unless they produce a current and valid MWEHA Waiver.

I understand and acknowledge that the use of the Association snow blower(s) has inherent risks, hazards, and dangers which could result in injury or death to myself or others, and assume all such risks associated with use of said snow blower(s).

The undersigned further agrees to defend, indemnify and hold harmless MWEHA, its officers, directors, agents, servants, employees, and independent contractors in connection with any such use of any snow blower(s) owned by MWEHA which results in personal injury or property damage to the undersigned, the undersigned's family, anyone permitted to use the snow blower by the undersigned, or any person damaged or injured by any such use, and from any resulting claim, including any reasonable attorney's fees and costs that MWEHA may incur in the defense of any such claim.

This Waiver and Indemnification shall be binding upon the undersigned's heirs, executors, administrators, successors and assigns.

I further understand and agree that my use of any said snow blower is conditioned on my following the attached MWEHA Rules and the manufacturer's Operating and Safety instructions for usage of any said snow blower. I hereby acknowledge receipt of said Rules, and the manufacturer's Operating and Safety instructions.

The undersigned further states that he/she has carefully read the foregoing and knows the contents thereof, and voluntarily signs the same.

PLEASE READ BEFORE SIGNING.

NAME (Please Print) _____

Signature _____

Date _____