

**ACKNOWLEDGMENT OF MEMBER RESPONSIBILITY,
EXPRESS ASSUMPTION OF RISK, and
EXPRESS WAIVER AND RELEASE OF CLAIMS**

Bridle Springs Homeowners Association

NUTRIA TRAPPING AND REMOVAL

I understand that during the trapping of nutria or other vermin within the boundaries of the Bridle Springs Homeowners Association (“Association”) I may be exposed to a variety of hazards and risks involved in the trapping of the animals. These risks include, but are not limited to, dangers of serious personal injury to my person or property, my death from exposure to the hazards involved, the injury or death of third parties, or the injury of third parties’ property. I understand that potential injuries occur by natural causes, activities of other persons, animals, or the equipment used, and such injuries and damages can occur as a result of negligence or because of other reasons, seen or unforeseen at the time of injury.

In addition, I understand that certain equipment is necessary to effectively trap nutria or other vermin within Association boundaries and that such equipment poses inherent dangers and risks on its own. The Association has agreed to provide the necessary equipment to Owners within the Association to trap nutria or other vermin within Association boundaries with the express understanding that the Owner does so acknowledging the potential injuries to person or property that could occur from use of such equipment to trap nutria or other vermin through either negligence or because of other reasons, seen or unforeseen at the time of injury.

In connection with trapping nutria or other vermin within Association boundaries and the use of any equipment used to trap nutria or other vermin, including but not limited to any equipment provided by the Association to trap nutria or other vermin, I agree to forever release, discharge and hold harmless the Association, its directors, officers, and other agents from any claims arising out of, or in any way relating to my trapping of nutria or other vermin with Association boundaries, including, but not limited to, negligence. This release is intended to include, but not be limited to claims for bodily injury, personal injury, or property damage. In addition, the undersigned agrees to release, discharge, and hold harmless the Association, its directors, officers, and other agents from any incidental, consequential, special, or other damages arising out of the trapping of nutria or other vermin within Association boundaries.

I acknowledge that I have had an adequate opportunity to consult with an attorney in conjunction with signing this document and do so with express acknowledgment that I am undertaking the trapping of nutria or other vermin within Association boundaries with the express understanding of the inherent dangers and risks associated with the activity and the use of any equipment for the trapping of nutria or other vermin whether or not provided by the Association.

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BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I FULLY UNDERSTAND THE TERMS AND EFFECT OF THIS DOCUMENT AND INTEND TO BE BOUND BY THE DOCUMENT, AND THAT I VOLUNTARILY AND EXPRESSLY ASSUME ALL RISKS OF SUCH INJURIES AND DAMAGES TO PERSON OR PROPERTY.

Signature: _____

Printed Name: _____

Date: _____