

**Lakewood Hills Neighborhood  
Nonlicensed Vehicle Use Agreement & Waiver**

For and in consideration of the issuance of a Lakewood Hills ("LWH") Homeowners Association Nonlicensed Vehicle Permit and thereafter being permitted to operate a Nonlicensed Vehicle within LWH, the undersigned, individually and for their heirs, assigns and legal guardians, waives, releases and relinquishes any and all claims for liability and causes of action, including but not limited to for personal or bodily injury, wrongful death or property damage arising out of or caused by the negligence of the undersigned, the LWH Homeowners Association, LWH property owners or their lessees (collectively the "Releasees"), resulting from the undersigned's operation of a Nonlicensed Vehicle within LWH.

It is the purpose of this Agreement to exempt, waive and relieve the Releasees from liability for personal injury, property damage, wrongful death or any other damage, including if caused by negligence, including the negligence of any of the Releasees, their officers, directors, agents, employees, and attorneys resulting from or arising out of the undersigned's operation of a Nonlicensed Vehicle. The undersigned agrees to defend, indemnify, and hold harmless the Releasees from any and all claims or causes of action that may be brought against the Releasees, including but not limited to claims for personal or bodily injury, property damage, or wrongful death arising from or alleged to have resulted from the undersigned's operation of a Nonlicensed Vehicle. Said defense and/or indemnification includes Releasees' reasonable attorney's fees.

The undersigned understands and acknowledges that the operation of a Nonlicensed Vehicle is an activity carrying inherent and obvious risks of serious bodily injury, partial or total disability, paralysis and even death. The undersigned understands and acknowledges that there are natural, mechanical, infrastructural, and environmental conditions and risks which independently or in combination with the undersigned's operation of a Nonlicensed Vehicle may cause injury or even death to the undersigned, or others, as well as property damage. The undersigned accepts same with full knowledge of said potential risks.

In addition to the foregoing, the undersigned agrees to operate the Nonlicensed Vehicle in a reasonable, safe and prudent manner and further agrees to comply with all rules and regulations established by the LWH HOA and under the laws of the State of Missouri and Jefferson County, Missouri.

**This Agreement affects your legal rights. You may wish to consult an attorney before signing.**

Date: \_\_\_\_\_

APPLICANT SIGNATURE

**Are you under the age of 18? Yes No**

**IF APPLICANT IS UNDER THE AGE OF 18, PARENT/GUARDIAN MUST SIGN BELOW:**

All Drivers under the age of 18 must have written permission from a parent or guardian to operate a nonlicensed vehicle in LWH. By signing below, said parent or guardian hereby agrees to and approves the above WAIVER AND RELEASE OF LIABILITY on behalf of his/her minor child.

Date: \_\_\_\_\_

PARENT/GUARDIAN OF MINOR CHILD APPLICANT SIGNATURE

By my signature hereto, I represent that I am the parent and/or legal guardian of the above-signed minor child applicant and have read, understand, and agree to the terms and covenants herein.