



PINE MOUNTAIN LAKE ASSOCIATION EVENTS AND ACTIVITIES WAIVER

Physical Activity Release & Waiver of Liability, Assumption of Risk, and Indemnity Agreement



Swim



Boat



Other _____

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGES.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE ON BEHALF OF YOURSELF OR YOUR MINOR CHILD INDICATES YOUR UNDERSTANDING OF, AND AGREEMENT TO, ITS TERMS.

I, _____ Minor: _____ (hereinafter the "Undersigned"), reside at:

_____ City: _____ State: _____ Zip: _____

On behalf of myself, my minor child, my personal representatives, heirs, next-of-kin, spouse, and assigns, I HEREBY:

- Acknowledge that any activities or athletic events in or around the property of Pine Mountain Lake Association, including but not limited to, Pine Mountain Lake, walking trails, biking trails or horse trails, the Pine Mountain Lake Stables, and open water, near or around watercraft, can be potentially dangerous and may involve certain risks including, but not limited to, injuries from bodily contact, slips, falls, collisions, water vessel accidents, physical contact with equipment, stolen personal property, eye and skin irritation, drowning, physical confrontation, interaction with wild or domestic animals, animal attacks, and mechanical malfunction of water vessels or other equipment, all of which could result in serious injury or death.
- WITH FULL KNOWLEDGE OF THE MATTERS DISCUSSED IN PARAGRAPH 1**, voluntarily assume the risk and danger of injury, property damage, or death inherent in participation in or activities related to, any events at the Pine Mountain Lake Stables, Campgrounds, Tennis Courts, Pool, Golf Course, Marina, beaches, designated swim areas, walking trails, biking trails, and running trails, whether or not sponsored or condoned by the Pine Mountain Lake Association, caused by PINE MOUNTAIN LAKE ASSOCIATION, MYSELF, OR ANYONE ELSE, including without limitation, injury, property damage, or death caused by any equipment, conditions of property, or any other causative force that I may encounter. I acknowledge and agree that I have and will make my independent determinations with respect to such matters and the risks resulting therefrom, shall not rely on Pine Mountain Lake Association, and that I assume the risk associated with any such activity or event, including that any mitigation measures may not be effective, may malfunction or may be circumvented.
- RELEASE, DISCHARGE, AND PROMISE NOT TO SUE** Pine Mountain Lake Association doing business under its own name, or any other name, and/or any of its owners, officers, employees, and agents (hereinafter the "Releasees"), for the loss, liability, damage, or cost whatsoever arising out of, or related to, any loss, damage, or injury (including death) to my person or property, including without limitation, any of the risk factors identified in paragraphs 1 and 2 above.
- ACKNOWLEDGE that my assumption of the risk and the releases and waivers that I have voluntarily granted above, extend to and include any claim that the Releasees, or any of them, are or may be negligent in connection with my physical activities on or around any of the Pine Mountain Lake Association properties. This shall include, without limitation, any purported negligence related to their assessment of my swimming or boating experience or ability, the maintenance, care, fit or adjustment of buoys and other equipment, and instruction on swimming skills. I understand that running can be potentially hazardous, due to traffic, weather, and many other variables. I attest that I am aware of these risks, and that I am sufficiently trained and physically fit to participate in the subject events and/or activities.**
- INDEMNIFY, SAVE, AND HOLD HARMLESS** the Releasees from, and against any loss, liability, damage, or cost including court costs and attorneys' fees, they may incur arising out of, or in any way connected with, any activities, events, and/or use of any equipment or gear, whether any or all of such is provided by Pine Mountain Lake Association, myself, or anyone else, or, any acts or omissions of any of the Releasees. The provisions of this paragraph extend to all matters, risks, and liabilities assumed, waived, and released in paragraphs 2, 3, and 4 above.
- Agree to abide by and follow any instructions given, or rules established by, Pine Mountain Lake Association or the Releasees, with regard to my use of any amenity events, equipment, or gear provided by Pine Mountain Lake Association, myself, or anyone else.
- Expressly agree that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the laws of the State of California, and is intended to be as broad and inclusive as is permitted by such law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of the Agreement shall not be affected, or impaired in any way, and shall continue in full legal force and effect.
- Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees, for any injury or damage in breach of this contract, the Undersigned will pay all attorneys' fees and costs incurred in defending such an action.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS I HAVE OR MAY HAVE AGAINST THE RELEASEES, AS DEFINED ABOVE.

Date: _____ Signature: _____

I am the parent/legal guardian of the minor child listed above and am entitled to the full control and custody of the minor child. I have read the agreement and hereby give my express consent to the execution of the Agreement by the minor child and I will not revoke my consent. I agree to execute all documents consistent herewith, to participate in all proceedings consistent herewith and to cooperate in all other respects consistent herewith as Pine Mountain Lake Association and/or the court deem necessary to obtain an order of the appropriate court(s) (as determined by Pine Mountain Lake Association) approving this agreement. Furthermore, I agree that if the minor child shall revoke the agreement or shall otherwise breach any of the terms and conditions thereof, I will fully indemnify the Pine Mountain Lake Association Releasees for any losses or other damages incurred by any of the Pine Mountain Lake Association Releasees as the result of the minor child's revocation or breach of the Agreement. I expressly acknowledge that the Pine Mountain Lake Association is relying on these guarantees.

Parent/Guardian Signature: _____