

**TIERRA SHORES FACILITIES/BOAT RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

The undersigned hereby acknowledges that I am over the age of 18 and have elected to participate in use of the facilities, equipment, recreational areas and/or landscape areas owned and operated by Tierra Shores Homeowners Association (“Association”), including, but not limited to, the lake, boat launch facility, boat(s), and parking facilities (“Activities”).

In consideration for being permitted to participate in the Activities, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and that the Activities are unsupervised.

RULES AND POLICIES: I have read and understand the Tierra Shores Boat Rental Guidelines (“Guidelines”). I agree to conduct myself in accordance with the Association’s rules, regulations and policies, including without limitation the Guidelines. I acknowledge the Association’s right to terminate my participation in the Activities if it is determined that my conduct is detrimental to the best interests of others or violates any Association rule, regulation or policy.

INFORMED CONSENT/ASSUMPTION OF RISK: I acknowledge and agree, on behalf of myself, my family, and my guests that recreational activity, including the Activities, by its very nature, involves risk, can be hazardous and can lead to injury to me, to others or damage to my property. I acknowledge such risks include but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other’s actions, inaction, or negligence; and/or condition of the Activities’ location(s). Nonetheless, I am voluntarily participating in the Activities and assume all related risks, both known or unknown to me, of my participation in the Activities. I understand that by signing this form, I assume the inherent risks of potential injury on behalf of myself, my family and my guests, from participating in the Activities.

RELEASE AND WAIVER OF LIABILITY: In consideration for being allowed to participate in the Activities, on behalf of myself, my family and my next of kin, heirs, representatives, agents, executors, administrators, invitees, tenants and guests, I **hereby release from all liability and promise not to sue** the Association, and its officers, directors, volunteers, agents and employees (“Releasees”) from any and all any and all damages, cost, and liability including any and all claims, demands, causes of action (known or unknown), suits, or judgments, of any and every kind, **including claims of the Association’s negligence**, arising from any injury, property damage or death that I, and/or my family, invitees, tenants and/or guests may suffer due to participation in the Activities. If I need medical treatment, I agree to be financially responsible for any costs incurred because of such treatment. I am aware and understand that I should carry my own health insurance.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to **hold harmless, defend and indemnify** Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage or death, that may occur as a result of my participation in the Activities, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.** If Releasees incur any of these types of expenses, I agree to reimburse the Releasees. I agree and acknowledge that Tierra Shores homeowners are responsible for any damages incurred while an Association boat is in their use, or that of their tenants, invitees or guests. The repair, replacement and

other costs for any such damage will be charged by the Association in the form of a reimbursement assessment.

CHOICE OF LAW/SEVERABILITY: I hereby agree that this Agreement shall be construed in accordance with the law of the State of California and that this Agreement is intended to be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I AM GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

DATE: _____

Name of Homeowner:

Signature OF Homeowner:

Property Address and Owner Cell/Home Phone #:

Name of Participant

Signature of Participant

No Participant under the age of 18 years shall utilize the boats without an adult present:

I am the parent or legal guardian of the participant. **I understand the legal consequences of signing this document, including (a) releasing the Association from all liability on my and the participant's behalf, (b) promising not to sue on my and the participant's behalf, (c) and assuming all risks of the participant's participation in the Activities.** I allow participant to participate in this Activity. I understand that I am responsible for the obligations and acts of participant as described in this document. I agree to be bound by the terms of this document.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Participant's Parent/Guardian

Name of Participant's Parent/Guardian

Signature of Guest

Name of Guest