(Print Residents Name)

## WOOD RANCH LAKE PARK VILLAGE ASSOCIATION LAKE USE WAIVER AND INDEMNITY (EVENT ACTIVITY)

This Waiver and Indemnity (this "<u>Waiver</u>") shall be executed in advance by all Residents desiring for their Guests to enter the Lake at Lake Park Village and its shoreline ("<u>Lake Area</u>") in connection with an event consisting of eight (8) or more persons ("<u>Event</u>"). This Waiver is not and shall not be construed as an approval or permission for any such Event. Such permission may only be granted after submission of a Request for Approval (Event Activity) form.

Accordingly, the undersigned acknowledges and agrees as follows:

- 1. Waiver and Release. The undersigned hereby, for him/herself and his/her family, expressly, absolutely and forever discharges, waives and releases, to the fullest extent permitted by law, Wood Ranch Lake Park Village Association ("Association") and its affiliates, officers, employees, committee members, agents, representatives, owners, members, successors and assigns (collectively, the "Association Parties") of and from any and all losses, injuries, damages, claims, costs, liabilities, expenses, actions, and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen, including, without limitation, personal injury, property damage, property loss, and wrongful death (collectively, "Claims"), which the undersigned may now have or may in the future have against the Association and/or the Association Parties, arising out of, related to, or in connection with (a) the undersigned's Event (described in the undersigned's Request for Approval (Event Activity)) and (b) use/enjoyment of Lake Area by any Guest of the undersigned in connection with such Event.
- 2. <u>Assumption of Risk</u>. The undersigned understands that use/enjoyment of Lake Area is inherently risky, and such activity poses numerous dangers to persons of all ages. The undersigned understands and acknowledges these risks and dangers. The undersigned assumes and accepts all risks associated with or related to (a) the undersigned's Event, (b) use/enjoyment of Lake Area by any Guest of the undersigned in connection with such Event, and (c) any loss, injury or damage described above.
- 3. <u>Indemnification</u>. The undersigned agrees to indemnify, defend and hold the Association Parties harmless from and against all Claims, including, without limitation, reasonable attorneys' fees and costs, directly or indirectly arising out of or attributable to, in whole or in part, (a) the undersigned's Event and (b) use/enjoyment of Lake Area by any Guest of the undersigned in connection with such Event.
- 4. <u>Rules and Regulations</u>. The undersigned agrees that the undersigned and all Guests of the undersigned shall be bound by and shall comply with all Rules and Regulations governing Lake Area.

5. <u>Acceptance</u> . The undersigned acknowledges that he/she has read the above, is fully aware of the legal consequences of signing this Waiver, and has voluntarily signed this Waiver evidencing acknowledgment and acceptance of the above provisions.
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Signature
Print Name:
Address:
Telephone:
Date: