lomeowner Name

Lot Number

WOOD RANCH LAKE PARK VILLAGE ASSOCIATION LAKE USE WAIVER AND INDEMNITY

This Lake Use Waiver and Indemnity (this "<u>Waiver</u>") shall be executed by all Residents prior to use/enjoyment of the Lake at Lake Park Village and its shoreline ("<u>Lake Area</u>") for recreational purposes.

Accordingly, the undersigned acknowledges and agrees as follows:

- 1. <u>Waiver and Release</u>. The undersigned hereby, for him/herself and his/her family and Guests, expressly, absolutely and forever discharges, waives and releases, to the fullest extent permitted by law, Wood Ranch Lake Park Village Association ("<u>Association</u>") and its affiliates, officers, employees, committee members, agents, representatives, owners, members, successors and assigns (collectively, "<u>Association Parties</u>") 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, "<u>Claims</u>"), 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 the undersigned's use/enjoyment of the Lake Area.
- 2. <u>Assumption of Risk.</u> The undersigned understands that use/enjoyment of Lake Area is inherently risky, and such use/enjoyment 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) use/enjoyment of Lake Area, and (b) any loss, injury, or damage described above.
- 3. <u>Indemnification</u>. The undersigned agrees to indemnify, defend and hold the Association and 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, the use/enjoyment of Lake Area by the undersigned and all of the undersigned's family members and Guests.
- 4. <u>Rules and Regulations</u>. The undersigned agrees that the undersigned and all of the undersigned's family members shall be bound by and shall comply with all Rules and Regulations governing Lake Area.

Signature
Print Name:
Address:
Telephone:
Date:

Acceptance. 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.

5.