

Lake Use Waiver – Estes Park Homeowners Association, Inc.

RELEASE AND WAIVER OF LIABILITY: The undersigned hereby acknowledges that I am over the age of 18 and have elected to participate in use of common properties and recreational areas owned and operated by Estes Park Homeowners Association, Inc. (“Association”), including, but not limited to, access to and use of the lake and surrounding grounds (“Activities”). The Activities include, but are not limited to, access to the water in the lake, access to the surrounding shoreline and grounds, and the use of non-motorized watercraft in the lake. In consideration for being permitted to engage in and 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 all rules and guidelines of the Association, including, without limitation, rules and regulations adopted by the Board of Directors, the Declaration of Covenants, Conditions, and Restrictions (“Declaration”), the Association’s By-Laws, and other governing documents of the Association. I agree to conduct myself in accordance with the Association’s rules, regulations, and policies, including, without limitation, the provisions of the Declaration and any rules and regulations adopted by the Association. I acknowledge the Association’s right to terminate my participation in the Activities if it is determined by the Board of Directors, in its discretion, that my conduct is detrimental to the best interests of others or violates any Association rule, regulation, covenant, or policy.

INFORMED CONSENT/ASSUMPTION OF RISK: I acknowledge and agree, on behalf of myself, my family, and my guests that recreational activities, including the Activities, by their very nature, involve risk, can be hazardous, and can lead to injury to me, to others, or damage to my property. I understand and acknowledge that I am fully aware of and assume the risks to me, my guests, and my family, including, but not limited to, the risk of serious bodily injury, paralysis, dismemberment, death, property loss, or other losses or damages associated with participation in the Activities and accessing the lake and surrounding property, as well as the use of any other property and equipment owned by the Association. I will participate only in those Activities for which I have the required skills, qualifications, training, and physical conditioning. I understand that the Association shall have no responsibility to pay for medical treatment and related costs if I am injured. I further understand and agree that the Association’s lake and other common

properties, as well as all property and equipment owned by the Association, is in “as is” condition, and that the Association disclaims all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose. 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/for any and all damages, costs, 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 or my family, invitees, tenants and/or guests 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 Estes Park homeowners are responsible for any damages incurred while a 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. The undersigned also agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts, omissions and/or negligence by the Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of Indiana.

I am at least eighteen (18) years of age and have carefully read and freely signed this Liability Waiver and Release Form. I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the State of Indiana, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Signature of Homeowner

Date:_____

Printed Name of Homeowner

Address

No Participant under the age of 18 years shall engage in the Activities described

herein 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 the Activities. 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 Homeowner/Guardian

Date:_____

Printed Name of Homeowner/Guardian

Address