

**THIS IS A RELEASE OF LIABILITY, READ BEFORE SIGNING**

**WAIVER, RELEASE, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

For the property of Lincoln Palm Lake Property, LLC  
7535 W. Wise Road, Lincoln, CA 95648

**EXPRESS ASSUMPTION OF RISK, WAIVER OF LIABILITY, AGREEMENT NOT TO SUE  
AND INDEMNITY AGREEMENT**

Guest's full name		Driver's License #	
Age	Date of Birth	/ /	Phone Number
Address	City	State	Zip Code
Emergency Contact Name		Phone Number	

In consideration of being permitted to be on the property of Lincoln Palm Lake Property, LLC located at 7535 W. Wise Road., Lincoln, CA 95648, or to use the property, facilities and services thereon, or to participate in any way in any activities thereon, THE UNDERSIGNED, for himself/herself, his/her personal representatives, assigns, heirs and next-of-kin:

- 1) RELEASES, WAIVES AND DISCHARGES Lincoln Palm Lake Property, LLC, its owners, employees, agents and legal representatives from any and all liability to THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next-of kin, on account of, arising out of or in connection with any and all injuries, losses or damages, and any claims or demands for any injuries, losses or damage, to the person or property of THE UNDERSIGNED, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of Lincoln Palm Lake Property, LLC, its owners, employees, agents and legal representatives, while THE UNDERSIGNED is on the property, using the property, facilities and services thereon, or participating in any way in any of the activities thereon;

**Initial** \_\_\_\_\_

- 2) Agrees NOT TO SUE Lincoln Palm Lake Property, LLC, its owners, employees, agents and legal representatives, on account of, arising out of or in connection with any and all injuries, losses or damages to the person or property of THE UNDERSIGNED, or resulting in the death of THE UNDERSIGNED, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of Lincoln Palm Lake Property, LLC, its owners, employees, agents and legal representatives, while THE UNDERSIGNED is on the property, using the property, facilities and services thereon, or participating in any way in any of the activities thereon;

**Initial** \_\_\_\_\_

- 3) AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS Lincoln Palm Lake Property, LLC, its owners, employees, agents and legal representatives from any loss, liability, damage or cost they incur, or any claim or lawsuit filed against them, on account of, arising out of or in connection with the presence of THE UNDERSIGNED on the property, or the UNDERSIGNED's use of the property or of the facilities and services thereon, or THE UNDERSIGNED's participation in any way in any activities thereon, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of Lincoln Palm Lake Property, LLC, its owners, employees, agents and legal representatives;

**Initial** \_\_\_\_\_

- 4) ASSUMES ANY AND ALL RISKS of injury, death, loss or damage to the person or property of THE UNDERSIGNED, whether or not caused by the active negligence or fault, passive

negligence or fault, or sole negligence or fault of Lincoln Palm Lake Property, LLC, its owners, employees, agents and legal representatives, while THE UNDERSIGNED is on the property, or is using the property or the facilities and services thereon, or is participating in any way in any of the activities thereon;

**Initial** \_\_\_\_\_

- 5) THE UNDERSIGNED, for himself/herself, his/her personal representatives, assigns, heirs and next-of-kin, further expressly agrees that if they are injured while using the property or the facilities and services thereon, or is participating in any way in any of the activities thereon, that anyone who provides medical assistance shall not be liable if they cause death, increase the injury or cause additional injury;

**Initial** \_\_\_\_\_

- 6) THE UNDERSIGNED, for himself/herself, his/her personal representatives, assigns, heirs and next-of-kin, further expressly agrees that this agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect;

**Initial** \_\_\_\_\_

- 7) THE UNDERSIGNED, for himself/herself, his/her personal representatives, assigns, heirs and next-of-kin, further expressly agrees that this agreement shall remain in effect until Lincoln Palm Lake Property, LLC is notified in writing that this agreement is no longer valid. At that time, use of the property or the facilities and services thereon, or is participating in any way in any of the activities thereon will be denied;

**Initial** \_\_\_\_\_

- 8) THE UNDERSIGNED, for himself/herself, his/her personal representatives, assigns, heirs and next-of-kin, has read and understands this agreement, and verifies this statement by placing his/her initials under this paragraph and under each of the above-numbered paragraphs. THE UNDERSIGNED for himself/herself, his/her personal representatives, assigns, heirs and next-of-kin, voluntarily signs this agreement and further agrees that no oral representations, statements or inducements apart from this agreement have been made;

**Initial** \_\_\_\_\_

I am aware that waterskiing, tubing, wakeboarding, jet skiing, riding bikes, motorcycles, 4-wheelers, go-carts and off-road vehicles are hazardous activities. I am voluntarily participating in these activities with knowledge of the danger involved, and hereby agree to accept and assume any and all risk of injury or death, and verify this statement by signing here:

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **Minor Release (Required if under 18 years old at time of signing)**

IN THE EVENT THAT THE UNDERSIGNED IS A MINOR, the parent or legal guardian of the minor must also sign this agreement and, by so signing, acknowledges and agrees to release, defend, indemnify and hold harmless Lincoln Palm Lake Property, LLC its owners, employees, agents and legal representatives from any loss, liability, damage or cost they incur, or any claim or lawsuit filed against them, on account of, arising out of or in connection with any and all injuries, , losses or damages to the person or property , or resulting in the death of the minor, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of Lincoln Palm Lake Property, LLC its owners, employees, agents and legal representatives, while the minor is on the property, or is using the property, or the facilities or services thereon, or is participating in any way in any of the activities thereon.

**Name of Parent/Guardian** \_\_\_\_\_ **Relationship** \_\_\_\_\_

**Signature of Parent/Guardian** \_\_\_\_\_ **Date** \_\_\_\_\_