

PLEASE NOTE THAT THIS FORM MUST BE SIGNED BY ANY PERSON WISHING TO ENTER THE RIVERBEND WATERFRONT ENJOYMENT CLUB INC. DOCK AREA.

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

By signing this waiver I HEREBY ASSUME ALL OF THE RISKS BE IT FOR MYSELF, ANY RESIDENT OF MY UNIT INCLUDING RELATIVES OR GUESTS, including by way of example, but not limited to, any risks that may arise from negligence or fault on the part of the persons or entities being released, and or from dangerous or defective equipment or property owned, maintained, or controlled by them and or because of the improper use of such equipment, or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the RIVERBEND WATERFRONT ENJOYMENT CLUB, and will be kept in full force and effect.

In consideration of my acceptance of this waiver I, as well as my relatives and guests, shall be permitted access to the docks, located outside of the pool and club house. I hereby take action for myself,

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, THE FOLLOWING ENTITIES OR PERSONS:

The Riverbend Condominium Association INC. and/or their directors executors, administrators, heirs, next of kin, successors, and assigns.

The Riverbend Waterfront Enjoyment Club INC. and/or their directors, officers, members, employees, volunteers.

(B) HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons described in this Waiver from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence or otherwise.

I understand and agree that the Riverbend Condominium Association INC. and/or their directors, executors, administrators, heirs, next of kin, successors, and the Riverbend Waterfront Enjoyment Club INC. and their directors, executors, administrators, heirs, next of kin, successors, officers, volunteers, representatives, and agents are NOT liable for the errors, omissions, acts, or failures to act of any party or entity acting on their behalf.

I understand and agree that entering upon the docks, be they fixed or floating, may test a person's physical limits and carries with it the potential for death, drowning, serious injury, and property loss. The risks include, but are not limited to, those caused by waves, boat traffic, rain, lightning, storage of various vessels and equipment on the dock, ropes, dock boxes, life rings, and other items used by the water club, temperature, weather, lack of hydration, and actions of other people including, but not limited to, members, volunteers, and/or other visitors.

This Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. This initial waiver shall be binding upon my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS RELEASE OF LIABILITY AND ACCIDENT WAIVER AND I SIGN IT OF MY OWN FREE WILL. I FURTHER CERTIFY THAT I HAVE RECEIVED AND READ THE RIVERBEND WATERFRONT RULES.

_____ Participant's Signature
_____ Date

(If under 18 years old, Parent or Guardian must also sign.)

_____ Participant's Name /Age (Please print legibly.)