

ALAMEDA ISLES HOMEOWNERS ASSOCIATION, INC.

BOAT LIFT RELEASE

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, which includes **ALAMEDA HOMEOWNERS ASSOCIATION, INC.** (herein referred to as "Association") allowing me the privilege of using the Association's boat lift, the sufficiency, receipt and adequacy of which are hereby acknowledged, I agree that:

1. **REPRESENTATIONS, WARRANTIES AND ASSUMPTION OF RISK.** I understand that I will be using a portable boat lift and other dangerous equipment, which may require specialized knowledge to operate safely. I understand and recognize the scope, nature and extent of the risks involved in the activities contemplated by this Agreement and voluntarily and freely choose to incur such risks, including but not limited to the following: damage or destruction of personal property, severe cuts and abrasions, broken bones, loss of digits and limbs, electrocution, slip and fall, muscle strain and injury, dizziness, physical injury or even death.

2. **EXEMPTION FROM LIABILITY.** I exempt and release the Association, its officers, directors, agents, servants, employees and shareholders from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss of injury to me or my property while using the portable boat lift or other associated equipment of the Association or otherwise, whether such loss, damage, or injury results from the negligence of the Association, its officers, directors, agents, servants, employees, shareholders, instructor(s) or from some other cause.

3. **COVENANT NOT TO SUE.** I agree never to institute any suit or action at law or otherwise against the Association, its officers, directors, agents, servants, employees or shareholders, nor to initiate any or assist in the prosecution of any claim for damages or cause of action which I, my beneficiaries, heirs, executors or administrators hereinafter may have by reason of injury to my person or to my property arising from the use of the portable boat lift or other associated equipment of the Association or otherwise.

4. **INDEMNITY AGAINST THIRD PARTY CLAIMS.** I will indemnify, save and hold harmless the Association, its officers, directors, agents, servants, employees and shareholders from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly by my activities or neglect while using the portable boat lift or other associated equipment. This duty to indemnify includes court costs and reasonable attorney's fees incurred in the defense of lawsuits, including appellate attorney's fees and costs.

5. **CONTINUATION OF OBLIGATIONS.** I agree and acknowledge that the terms and conditions of the foregoing ASSUMPTION OF RISK, EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in force and effect, now and in the future, at all times during which I use the portable boat lift or other associated equipment, and

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shall be binding upon my beneficiaries, heirs, executors and administrators of my estate. I have read and fully understand the terms of this document.

IN WITNESS WHEREOF, I have affixed my legal signature this _____ day of _____, _____.

Witness: _____

LEGAL SIGNATURE

Witness: _____

Printed Name Lot #

NOTE: THE ASSOCIATION RECOMMENDS YOU OBTAIN PROFESSIONAL INSTRUCTION BEFORE USING THE PORTABLE BOAT LIFT.