



PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of the Harbour View Owners Association and its volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as the HOA), I hereby agree to release and discharge the HOA on behalf of myself; my children, my parents, my heirs, assigns, personal representative and estate as follows.

1. I acknowledge that operating and/or riding in a boat, water skiing, wakeboarding and other water sports entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself; to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that the risks include, among other things: boat capsize; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; mental anguish or trauma, adverse weather conditions; exposure to sun, wind, cold, storms, and lightning; aggressive and/or poisonous marine life; wrists, arm, shoulder, leg, neck, and/or back injuries: and rapidly changing weather and water conditions.
2. I expressly agree and promise to accept and assume all of the risks existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The HOA from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of The HOA's equipment or facilities, including any such claims which allege negligent acts or omissions or anyone acting on behalf of The HOA.
4. Should The HOA or anyone acting on its behalf; be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else, I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in these activities or else I am willing to assume and bear the costs of all risks that may be created directly or indirectly by such condition.
6. In the event that I file a lawsuit against the HOA or anyone acting on its behalf; I agree to do solely in the state of Virginia, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules to that state. I agree that if any

portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

The Board of Directors requires a \$25.00 security deposit (check or money order – NO cash or credit card) to ensure prompt return of canoe keys. Keys are to be returned by noon of the following day after rental. For weekend rentals, keys are to be returned by noon on Monday (Tuesday if Monday is a holiday). If the key is not returned within 72 hours of its check out time, the deposit will be cashed and used to re-key the locks on the canoes. In the event of deposit being used due to non-return of canoe key, all future privileges to rent canoes will be revoked.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in these activities, I may be found by a court of law to have waived my right to maintain a lawsuit against The Harbour View Owners Association or anyone acting on its behalf; on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND IT, AND I AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT THIS IS A RELEASE.

(Print) First & Last Name: _____

Address & Phone Number: _____

Signature of Participant: _____ Date: _____

For Office Use:

Deposit received: _____ Check #: _____ Key # assigned: _____

Due date: _____ 3rd day: _____

Deposit:

Returned Used Date: _____ Signature: _____