

**THE LAKE HILLS ASSOCIATION PARTICIPATION AND USE AGREEMENT,
WAIVER AND RELEASE OF LIABILITY**

READ BEFORE SIGNING. This form is to be completed by one adult property owner

The undersigned Participant, and on behalf of their minor children, dependents, personal representatives and invitees, freely choose to use and enjoy Samp Mortal Lake and other properties or facilities (collectively, the “Lake”) owned and operated by The Lake Hills Association, Inc (the “Association”) and participate in any board approved events which may be held from time to time (the use and enjoyment of the Lake and the participation in any board sanctioned events related thereto or which may be held at common properties from time to time are collectively defined as “Use of the Lake”). The undersigned participant, and on behalf of their minor children, personal representatives and invitees, understands that their Use of the Lake is voluntary and that their attendance at board sanctioned events is conditioned upon execution and return of the Participation and Use Agreement, Waiver and Release of Liability (this “Waiver”).

ASSUMPTION OF INHERENT RISKS:

The Participant, and on behalf of their minor children, dependents, personal representatives and invitees, understands that their Use of the Lake includes certain predictable and unpredictable inherent risks including, without limitation, the risk of serious injury and potentially the loss of limb or life, and the risk of harm to or loss of personal property (the “Inherent Risks”). Participant has (a) reviewed the General Rules Pertaining to the Use of Samp Mortar Lake and Properties Owned by the Lake Hills Association, Inc (The “Rules”), as the same may be updated from time to time, which may describe the Inherent Risks; (b) reviewed all rules or notices which may be posted at the Lake from time to time; (c) taken all necessary precautions regarding the Inherent Risks; and (d) evaluated the Inherent Risks associated with participation in this event and Use of the Lake.

THE UNDERSIGNED PARTICIPANT, AND ON BEHALF OF THEIR MINOR CHILDREN, DEPENDENTS, PERSONAL REPRESENTATIVES AND INVITEES, HEREBY UNDERSTANDS, ACKNOWLEDGES, ACCEPTS AND ASSUMES ALL INHERENT RISKS, KNOWN AND UNKNOWN, WITH PARTICIPANT’S USE OF THE LHA PROPERTY DURING THE EVENT, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DIRECTLY, INDIRECTLY OR PARTIALLY CAUSED BY THE NEGLIGENCE OF OTHERS (INCLUDING WITHOUT LIMITATION THE RELEASED PARTY (AS HEREINAFTER DEFINED)).

GENERAL RELEASE, INDEMNIFICATION AND COVENANT NOT TO SUE:

The Participant, and on behalf of their minor children, dependents, personal representatives and invitees, understands that the Association, including but not limited to its affiliates, Board of Governors, directors, members, officers, employees, agents and representatives (collectively, the “Released Party”) is not responsible for any injury, loss, or damage to any person or property, however caused, including without limitation, caused by the negligence of any Released Party. The undersigned Participant, on behalf of themselves, their heirs, assigns, minor children, dependents, invitees and personal representatives, **HEREBY RELEASES THE RELEASED PARTY FROM ANY AND ALL LIABILITY ASSOCIATED WITH PARTICIPANT’S INVOLVEMENT AND ATTENDANCE AT THE EVENT**, including without limitation personal injury (including death) and damage to, loss of or theft of property. This release shall expressly apply to the negligence of any Released Party and to any medical care that Participant receives as a result of their participation at the event.

The Participant, on behalf of themselves, their heirs, assigns, minor children, dependents, personal representatives and invitees **SHALL HOLD THE RELEASED PARTY HARMLESS AND INDEMNIFY THE RELEASED PARTY** from and against any present and future claims, losses, liabilities, costs (including without limitation attorney's fees and costs) and expenses for any injury (up to and including death) to any person (including without limitation the Participant), or property (personal or otherwise), or for any other damage, which occurs during or as a result of Participant's involvement and attendance at the event, any cause, including without limitation, negligence of the Participant or any Released Party, or in connection with any medical treatment the Participant receives as a result of the Participant's Use of the Lake.

The Participant, on behalf of themselves, their heirs, assigns, minor children, dependents, personal representatives and invitees, **COVENANTS NOT TO SUE THE RELEASED PARTY** for any present or future claim that may arise as a result of their involvement and attendance at the event, or in connection with any medical treatment the Participant receives as a result of the Participant's involvement and attendance at the event.

The Participant, on behalf of themselves, their heirs, assigns, minor children, dependents, invitees and personal representatives understands that any medical expenses, property loss, or other personal expenditures that arise during or as a result of their involvement and attendance at the event (including, without limitation, financial responsibility for damage or destruction to property of third parties or the Association) are the Participant's responsibility.

MEDICAL RELEASE:

The Participant, on behalf of their minor children, dependents, personal representatives and invitees, hereby authorizes the Association to administer emergency first aid and CPR, and to secure emergency medical care or transportation, if and when deemed necessary by the Association. Participant hereby assumes all costs of emergency medical care and transportation and **RELEASES THE ASSOCIATION FROM ANY AND ALL LIABILITY ASSOCIATED WITH SUCH EMERGENCY MEDICAL CARE OR TRANSPORTATION.**

GOVERNING LAW:

This Waiver shall be governed by Connecticut law, and shall be binding on the Participant's heirs, successors, and assigns. Venue for any dispute arising under this Waiver shall be in any Connecticut court of competent jurisdiction.

SEVERABILITY:

The terms of this Waiver are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

CONSIDERATION:

The Participant acknowledges that they give this Waiver in exchange for Participant's involvement and attendance at the event, and further acknowledges the receipt and sufficiency of legal consideration in exchange for Participant's execution of this Waiver. Participant will not seek to challenge the enforceability of this Waiver on grounds of insufficient consideration.

UNDERSTOOD AND AGREED; OPPORTUNITY TO RETAIN COUNSEL:

THE PARTICIPANT UNDERSTANDS THAT THIS WAIVER HAS IMPORTANT LEGAL CONSEQUENCES INCLUDING A RELEASE OF CLAIMS AGAINST THE ASSOCIATION, AND PARTICIPANT HAS BEEN GIVEN AMPLE OPPORTUNITY TO REVIEW THIS WAIVER AND TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS WAIVER. THE PARTICIPANT MAKES THE COVENANTS, RELEASES AND WAIVERS SET FORTH IN THIS WAIVER KNOWINGLY AND VOLUNTARILY. THE PARTICIPANT UNDERSTANDS THAT THIS RELEASE HAS NO EXPIRATION.

Participant's Signature

Date

Participant's Name (Print)

Tag # _____

READ BEFORE SIGNING. This form is to be completed by each Participant and when signed must be provided to the Board of Governors no later than one day prior to any board sanctioned event.

**Email: Lakehillspresident@gmail.com; or Regular Mail: Lake Hills Association, P.O. Box 1011, Fairfield, CT 06825,
Attn: LHA President**