



LIABILITY WAIVER AND RELEASE

I, the undersigned party, in exchange for being permitted by Townhomes of Bay Crest Homeowners Association, Inc. (the “Association”) to participate in the below-described activity (the “Activity”), agree to the following terms:

Activity: _____

This waiver and release is effective for the calendar year: 2023 2024 2025 2026 2027 2028

Please circle applicable year

I recognize that there are certain inherent risks associated with the Activity, and I assume full responsibility for, and risk of, personal injury to myself or damage to my property as a result of my participation therein.

I fully release the Association, along with its members, directors, officers, employees, agents, and successors, (collectively, the “Released Parties”) from liability for any injury, loss, or damage arising in any way from my participation in the Activity, and covenant not to sue them for the same.

I agree to indemnify and hold harmless the Released Parties from and against any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys’ fees, which may arise in any way from my participation in the Activity.

I HAVE READ THE ABOVE LIABILITY WAIVER AND RELEASE, AND UNDERSTAND THAT BY SIGNING IT, I AM WAIVING CERTAIN LEGAL RIGHTS.

Signature: _____

Print name: _____

Date: _____