

LAKE OF THE PINES ASSOCIATION
Informed Consent, Release, and Waiver Agreement For
SAC 41st Lake Swim on Sunday, July 3, 2022

Thank you for using the LAKE OF THE PINES ASSOCIATION (the "Association") for participating in activities related to the **SAC 41st Lake Swim on Sunday, July 3, 2022** at the Lake of the Pines development (the "Activity"). The Association requests your understanding and cooperation in maintaining the safety and health of all participants by reading and signing the following Informed Consent, Release, and Waiver Agreement.

I, _____, declare that I intend to participate in the Activity at the Lake of the Pines development. In consideration for being allowed to participate in the Activity, I declare as follows:

1 I understand that there are inherent serious risks or injuries associated with participating in the Activity, and I knowingly and freely assume all such risk, both known and unknown, including those that may arise out of the negligence of myself or other participants of the Activity.

2 I understand that part of the risk involved in undertaking the Activity is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in that Activity. I acknowledge that my choice to participate in any Activity at Lake of the Pines brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.

3 I am participating in the Activity voluntarily and agree to be completely responsible for my own actions.

4 I accept responsibility to always act in a safe manner and to abide by the rules and regulations of the Association when participating in the Activity.

5 I understand that I am responsible for obtaining appropriate health insurance coverage when participating in the Activity. I have adequate health insurance necessary to provide for and pay any medical costs that may directly or indirectly result from participation in the Activity.

6 I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in an of the Activity, or use of any equipment or machinery associated with the Activity. I acknowledge that I have been strongly advised to obtain yearly or more frequent physical examinations to determine that I am of sound fitness and health to participate in the Activity. The Association does not have the resources to review, and is not responsible for reviewing, my decision to participate in the Activity.

7 Should I suffer a serious or life-threatening injury for which emergency medical treatment may be necessary, I hereby authorize an appropriate employee or representative to engage qualified medical personnel to initiate any necessary treatment or care, if such individual deems medically appropriate. In the event of such an injury, the Association shall use reasonable efforts to notify the emergency contacts listed herein where practical. I understand and agree that I am responsible for all medical care expenses incurred to treat my injuries.

8 By signing this document, I acknowledge that I have voluntarily chosen to participate in the Activity. I assume all risk for my health and, on behalf of myself, my heirs, beneficiaries, dependents and personal representatives, I agree to indemnify, defend and hold harmless the Association, its directors, officers, members, employees, agents, managers, volunteers or any other representative of the Association (collectively and individually referred to as the "Indemnified Party") from any and all damages, liabilities, claims, demands, expenses, attorneys' fees and costs, and/or causes of action incurred by or asserted against the Indemnified Party that are alleged to have arisen out or, or in any manner directly or indirectly related to my participation in the Activity.

9 I will not present or file any claim for personal injury, property damage, wrongful death, or any other action against the Association, its officers, directors, members, employees, agents, managers, volunteers, or any other representative of the Association ("Releases") based upon or arising out of any Activity in the Lake of the Pines and hereby release, waive, discharge, relinquish any action or causes of action, which may hereafter arise from any and all liability, claims,

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demands, losses or damages caused or alleged to be caused in whole or in part by the negligence or other acts or omissions of the Releases with respect to the Activity. I hereby expressly waive and relinquish any rights under California Civil Code Section 1542 which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with debtor."

10. I consent to the Association's use of any photographs taken of me while participating in the Activity, such as the use of my photograph in brochures and fliers.

11. I understand that if I am a sponsoring Member of the Association who is inviting a guest to attend and participate in the Activity, my guest shall (1) sign and thereby agree to all the terms of this Informed Consent, Release, and Waiver Agreement, (2) follow all Association rules and regulations while participating in the Activity, and (3) if applicable, pay for their participation in the Activity. As a sponsoring Member, I shall participate in the Activity with my guest, per the guest policy rules.

12. Members are responsible for the conduct of their guests. Comments and complaints are to be directed to the Association Board of Directors. Management staff will inform Members or guests of any violation of the rules and regulations of the Association, and, when necessary, report such actions to the Board of Directors.

I declare that the terms of this Informed Consent, Release, and Waiver Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the Activities described above.

PARTICIPANT

Name of Participant (print): _____ Lot Number (required): _____

Address: _____

Phone: _____ Email: _____

Emergency Contact:

Name: _____ Relation: _____ Phone: _____

Signature: #1 _____

Signature: #2 _____

RESIDENT GUEST

Name of Guest: _____ Email: _____

Resident's Name: _____ Lot Number: _____ Phone #: _____

Emergency Contact of Guest: _____ Phone #: _____

Signature: #3 _____