

General Release, Indemnity, Hold Harmless and Use Agreement

This General Release, Indemnity, Hold Harmless and Use Agreement (“Agreement”) is entered into by and between: _____ (“User”) AND The Homeowners Association of Westwood Lakes, Inc. (the “Association”) on the _____ day of _____, 201__ for the purpose of permitting boating, fishing and recreational use of lakes and ponds within the Association.

WHEREAS, the Association is not willing to permit use of the lakes and ponds of the Association without first receiving an executed Agreement; and

WHEREAS, The Association has the right to limit or condition use of the lakes and ponds within the Association as the Association may reasonably determine from time to time in the exercise of its sole discretion.

NOW THEREFORE, for five dollars (\$5.00) or the payment of an Entrance Fee for a specific event and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Association and the undersigned, User agrees the Association, its officers, directors, members, agents and employees (the “Association Parties”) shall not be held liable for any deaths, injuries, property damage, claims, demands, lawsuits, judgments, expenses, sums of money, accounts, actions, causes of action, reasonable attorneys’ fees and costs or damages sustained by reason of, arising from, growing out of or resulting from User’s use of or presence at the lakes and ponds within the Association, including without limitation, from negligence of The Association Parties.

User does hereby expressly forever release and discharge the Association Parties from all such deaths, injuries, property damage, claims, demands, lawsuits, judgments, expenses, sums of money, accounts, actions, causes of action, reasonable attorneys’ fees and costs or damages sustained by reason of, arising from, growing out of or resulting from User’s use of or presence at the lakes and ponds within the Association, including without limitation, from negligence of The Association Parties.

Further, User hereby agrees to indemnify and assumes all liability for deaths, injuries, property damage, claims, demands, expenses, actions, causes of action or damages sustained by reason of, arising from, growing out of or resulting from User’s use of or presence at the lakes and ponds within the Association.

User hereby agrees to comply with, follow and abide by any and all rules and regulations promulgated by the Association related to the use of the lakes and ponds. In the event that either party to this Agreement files suit in a court of law to interpret or enforce the terms of this Agreement, the party prevailing in such action shall be entitled to attorney’s fees and costs.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THAT THIS IS A WAIVER AND RELEASE OF LIABILITY.

For the Board of Directors of
The Homeowners Association of Westwood Lakes, Inc.

“User”

(print name and title)

(print name)

(signature)

(signature)

(Address)