

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

**This Release of Liability and Waiver of Claims (this "Waiver") is legally binding. If you require clarification of any aspect of this Waiver, please consult an attorney.**

This Waiver applies to the use of facilities located within the Queen's Lake neighborhood in York County, Virginia, which are owned and operated by Queens Lake Community Association, Inc. ("QLCA"), including, without limitation, the pool, racquet courts, marina, pier, lake, boat and kayak ramps, playground and clubhouse (collectively, "Facilities") and participation in Queens Lake activities and/or events that use the Facilities or other property owned by QLCA, including, without limitation, swimming and other pool activities, tennis and pickleball, clubhouse events, and use of the boat and kayak ramps and lake (collectively, "Activities").

In consideration of being permitted to use one or more of the Facilities and/or participate in one or more of the Activities the undersigned (referred to herein as or by "I", "me", "my") hereby acknowledges and agrees as follows:

1. I intend to voluntarily participate in the Activities and/or voluntarily use the Facilities. I acknowledge and agree that the Activities and use of the Facilities bear certain risks, both known and unknown, that could result in injury, death, illness or disease, physical or mental injury to myself or others, and/or damage to my property or the property of others. **I hereby assume all risks of participating in the Activities and using the Facilities**, including, without limitation, any risks that may arise from negligence or carelessness on the part of myself or other participants in the Activities. I represent and affirm that I am physically fit to participate in the Activities, and I have no physical or mental illness or impairment that precludes or limits my participation in a safe manner. I acknowledge that I, and I alone, am solely responsible for my personal health and safety and for my personal property. I also acknowledge full and sole responsibility for any and all medical expenses incurred on my behalf.
2. To the extent the Activities I am participating in or Facilities I am using involve the pool, lake, marina, clubhouse or racquet courts, I represent and affirm that I have reviewed and understand the QLCA rules applicable to each such Facility ("Rules") which are published at <https://queenslake.net/qlca/documents.php>. I agree to comply with all of the Rules that pertain to the Activities I am participating in and the Facilities I am using, and to follow the instructions of all officers, directors, managers, members, representatives, employees, volunteers, agents, and staff members of QLCA (collectively, "Representatives") relating to the Activities I am participating in and the Facilities I am using. I acknowledge that the Representatives are not medical personnel and emergency or other medical services are not being provided in connection with the Activities or my use of the Facilities.
3. With knowledge of the above-mentioned acknowledgements and agreements, and as an inducement to be allowed participation in one or more Activities and/or use of one or more of the Facilities, to the fullest extent permitted by applicable law I hereby waive and release and agree to indemnify and hold harmless the QLCA and the Representatives, both personally and in a representative capacity, jointly and severally, of from and against any and all possible liabilities, claims, suits, actions, costs, expenses (including, without limitation, attorney's fees), damages, losses, medical fees and costs, or other causes of action, whether known or unknown, foreseen or unforeseen, arising out of or related to my participation in any Activities and/or use of any Facilities, including, without limitation, my injury or death, the injury or death of any other person, or damage to any of my property or property of others arising from or related in any way to my participation in any Activities and/or use of any Facilities, whether supervised or unsupervised, and whether that damage, injury or death may result from my own negligence or intentional act, the negligence of QLCA and/or the Representatives, or the negligence or intentional act of other participants in the Activities and/or users of the Facilities. I acknowledge and agree that QLCA and the Representatives are not responsible for the negligence, errors, omissions, acts or failures to act of myself or any other participants in the Activities and/or users of the Facilities.
4. I agree to fully reimburse QLCA for any damages caused to the Facilities by me.
5. This Waiver shall be binding upon me and upon my heirs, successors, assigns, and personal representatives. This Waiver shall be construed broadly to provide a release and waiver of QLCA and the Representatives to the maximum extent permissible under applicable law.

IN SIGNING THIS WAIVER, I AFFIRM THAT I HAVE READ IT IN ITS ENTIRETY AND THAT I UNDERSTAND THE NATURE OF THE ACITIVITIES AND FACILITIES, THE INHERNT RISKS, AND ANY APPLICABLE RULES. I UNDERSTAND THAT BY SIGNING THIS WAIVER I AM VOLUNTARILY GIVING UP ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITIES AND/OR USE OF THE FACILITIES.

I am a       QLCA Member       Guest

Printed Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_ Cell/Emergency: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PARENT OR GUARDIAN SIGNATURE

I/we further represent and certify that I/we are the parent(s) and/or legal guardian(s) of the minor child(ren) identified below, and, to the fullest extent permitted by applicable law, I/we hereby make all of the acknowledgments, agreements, waivers, and releases set forth above in this waiver on behalf of such minor child(ren).

Minor Children:	_____	<u>Age:</u>	_____	<u>Age:</u>	_____
	_____	<u>Age:</u>	_____	<u>Age:</u>	_____
	_____	<u>Age:</u>	_____	<u>Age:</u>	_____