

HERITAGE LANDINGS ASSOCIATION, INC.
FLOATING DOCK AND DOCK USE WAIVER
AND RELEASE OF LIABILITY FORM

PLEASE NOTE: ANY PERSON WHO INTENDS TO ENTER THE HERITAGE LANDINGS DOCK AREA MUST SIGN THIS FORM.

1. By signing this Floating Dock and Dock Use Waiver and Release Form (“Waiver and Release”), I HEREBY KNOWINGLY AND VOLUNTARILY ASSUME ALL OF THE RISKS ASSOCIATED WITH MY USE OF A FLOATING DOCK OR DOCK, SUCH USE OF ANY RESIDENT OR OCCUPANT OF THE UNIT IN WHICH I RESIDE, AND SUCH USE OF MY GUESTS OR INVITEES, AS APPLICABLE, AS TO ANY AND ALL FLOATING DOCKS AND DOCKS WITHIN HERITAGE LANDINGS, with such risks including, but not limited to, any risks that may arise from the negligence of the Released Parties, any dangerous or defective equipment or other property owned, maintained, installed, or controlled by the Released Parties, the storage of any property, use of any vessel or watercraft, including but not limited to kayaks and SUPs, or any improper use of such equipment or property.

2. I acknowledge that the Released Parties will rely on the representations of this Waiver and Release, and that the terms will survive my ownership or tenancy within the Heritage Landings community. In consideration of my acceptance of this Waiver and Release, I, as well as my relatives, guests and invitees, will be permitted access to the dock and floating dock. I hereby further represent as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions or inactions of any kind, which may hereafter occur to me or my vessel, THE FOLLOWING ENTITIES OR PERSONS:

HERITAGE LANDINGS ASSOCIATION, INC. and its directors, officers, employees, agents, management companies, heirs, personal representatives, successors, assigns, past and present attorneys and its attorney’s agents, employees, officers, directors, shareholders, executors, administrators, heirs, next of kin, successors, and assigns (collectively, “Released Parties”).

(B) I HOLD HARMLESS, PROMISE NOT TO SUE, AND WILL INDEMNIFY, to the fullest extent permitted by law, the Released Parties, as to any and all liabilities or claims made or that could be made as a result of my use of the floating dock and dock, participation in any related activity, and docking of my vessel, whether caused by negligence or otherwise.

3. I understand and agree that the Released Parties are NOT liable for the errors, omissions, acts, or any failure to act of any party or entity acting on their behalf.

4. I understand and agree that entering upon the docks, be they fixed or floating, may test a person’s physical limits and carries with it the potential for death, drowning, serious injury, and

property loss. The risks include, but are not limited to, those caused by waves, boat traffic, rain, lightning, storage of various vessels and equipment on the dock, ropes, dock boxes, life rings, and other items used by others, temperature, weather, lack of hydration, and actions of other people including, but not limited to, members of the community, volunteers, and/or other visitors.

5. This Waiver and Release shall be construed broadly to provide a release and waiver to the Released Parties to the maximum extent permissible under applicable state and federal law. This Waiver and Release shall be binding upon my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I CERTIFY THAT I READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THE TERMS THEREOF. I AM AWARE THAT THIS WAIVER AND RELEASE DISCHARGES AND INDEMNIFIES THE RELEASED PARTIES OF ALL LIABILITY FOR THE RISKS ASSOCIATED WITH MY USE OF THE FLOATING DOCKS AND DOCK, AND I SIGN BELOW KNOWINGLY AND VOLUNTARILY. I FURTHER CERTIFY THAT I RECEIVED AND READ THE DOCK RULES AND REGULATIONS.

Dock User Signature: _____

Name: _____

Age: _____

(If under 18 years old or under guardianship, Parent or Legal Guardian must also sign.)

Date: _____

Parent/Legal Guardian Signature: _____

Name: _____

Age: _____

Date: _____