

# Toxaway Views HOA

## Liability Release and Assumption of Risk Form

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### LIABILITY RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE

This Release executed and given by \_\_\_\_\_,  
(participant's name) whose address is \_\_\_\_\_,  
\_\_\_\_\_ (participant's address) to Toxaway Views  
Homeowners' Association (TVHOA) (hereinafter "Association").

I desire to participate in the volunteer activity involved in \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter "Activity") to be held under the auspices of TV homeowner participants, and I fully understand and appreciate the dangers, hazards, and risks inherent in the proposed activities, which dangers include but are not limited to property damage, serious physical injury, sickness and death.

Knowing the dangers, hazards, and risks of the Activity, and in consideration of being permitted to participate in the Activity, I, the undersigned, agree to assume all the risks and responsibilities surrounding the Participant's participation in the Activity, and hereby release, waive, forever discharge and covenant not to sue Association, its governing board, officers, agents, employees, and any others acting on behalf of the Association (hereafter called the "Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while participating in the Activity.

I understand and agree that the Association, its employees, agents or others involved in the Activity are granted permission to authorize emergency medical treatment, if necessary, and that such action by Association, its employees, agents or others involved in the Activity shall be subject to the terms of this Agreement. I understand and agree that the Association, its employees, agents or others involved in the Activity assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Association, its employees, agents, or others involved in the Activity

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from any claim by my family, or me arising out of my participation in the Activity.

In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that the Association does not require Participant to participate in this Activity, but I want to do so despite the possible dangers and risks and despite this Release.

I further state that there are no health-related reasons or problems which preclude or restrict Participant's participation in this activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.

I further agree that this Release shall be construed in accordance with the laws of the State of North Carolina. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this release in the manner and date set forth below. This release to remain in effect through date: \_\_\_\_\_ .

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

### **PARTICIPANT**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**