

**NORTH HITCHCOCK LAKE
ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY,
AND INDEMNIFICATION & HOLD HARMLESS AGREEMENT**

PURPOSE OF THIS AGREEMENT:

This agreement is intended to protect the owners and any lessees of the land identified on the Town of Wolcott Assessment maps as MBLU #'s 130A-1-26A, 130A-1-27A, and Hemingway Avenue (a private road) (collectively, "the Land") from liability, so that North Lake residents with legally registered boats/jet skis ("Participants") may use the Land's access road and boat launch, without charge. This Agreement limits the liability of the owners and any lessees of the Land, as provided by section 52-557f *et. seq* of the Connecticut General Statutes. The owners of the Land include: Matthew Tibbetts, Krista Tibbetts, the Tibbetts Family, the Estate of Lawrence Tibbetts, Robert W. Garthwait, Jr., Carlotta Garthwait, Robert Garthwait, III, Ridge Lake, LLC and any other person identified on the Land Records of the Town of Wolcott as an owner of the Land (collectively, "the Owners"). The Wolcott Land Conservation Trust, Inc. (WLCT) and the Hitchcock Lake Improvement Association, Inc. (HLIA), which respectively own and lease Hitchcock Lake, have provided this form of Agreement to facilitate community cooperation to support the recreational use of Hitchcock Lake by its residents.

WAIVER AND RELEASE OF LIABILITY:

In consideration for permission to use the Land, today or at another agreed upon time, to launch or remove my boat or jet ski, I, for myself, and for my family, heirs, successors and legal or personal representatives, do hereby release, waive, relinquish and agree not to sue the Owners or their lessees for or from any and all actions, suits, demands, and claims (collectively "Claims"), which arise out of or are related to my use of the Land, including but not limited to activities to launch or remove my boat or jet ski, including without limitation, claims of negligence by the Owners, resulting in personal injury, accidents, illnesses, losses or death, or property damage.

ASSUMPTION OF RISK:

The use of the Land and Hitchcock Lake carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries or damage. Knowing the risks of using the Land to access the lake and knowing my physical condition and limitations, I hereby assert that my participation is voluntary and that I assume complete responsibility for all risks of injury incurred or suffered while on/using the Land.

INDEMNIFICATION AND HOLD HARMLESS:

I, for myself, and for my family, heirs, successors and legal or personal representatives, do hereby also agree to INDEMNIFY and HOLD HARMLESS the Owners, the Wolcott Land Conservation Trust, and the Hitchcock Lake Improvement Association, their officers, directors, volunteers, insurers and/or agents from any and all Claims arising, directly or indirectly, from or related in any way to Participants use of the Land and to reimburse them for any such expenses incurred in connection with such Claims.

INVALIDITY:

I (the undersigned) intend that this agreement be as broad and inclusive as is permitted by law of the State of Connecticut. I agree that, if a court holds any portion of this agreement invalid, the balance of this agreement will nonetheless continue in full force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING:

I have read this Waiver and Release of Liability, Assumption of Risk, Indemnification and Hold Harmless Agreement, fully understand its terms, and understand that I am giving up potentially substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by signature to be a complete and unconditional release of all liability to the greatest extent permitted by law. I understand that the use of the Land is a privilege and is at the discretion of the Owner(s) and can be revoked at any time.

Participant Name (Print)

Participant Signature

Date

