

# **THE WATERS ASSEMBLY, INC.**

## **Acknowledgment and Hold Harmless Agreement**

### **For Lake Cameron Personal Boat Usage**

The undersigned property owner ("Owner") has purchased or is purchasing a home in The Waters subdivision ("The Waters") in Pike Road, Alabama. As such, Owner is or will become a member of The Waters' homeowners association ("Member"), The Waters Assembly, Inc. ("The Assembly"), which will allow Members, Members' family, and Members' guests to the recreational use of Lake Cameron, a private lake at The Waters.

AS CONSIDERATION for granting Members, Members' family, and Members' guests permissive use of Lake Cameron, which is a private lake at The Waters, Member agrees that neither The Assembly, its officers, directors, members, agents and employees ("The Assembly Parties") nor The Developer, its officers, directors, members, successors and assigns ("Developer Parties"), or any other managing agent of Lake Cameron, its officers, directors, members, successors and assigns, (all Parties inclusively defined as "Managing Parties") shall be held liable for any deaths, injuries, property damage, claims, demands, lawsuits, expenses, sums of money, accounts, actions, causes of action, or any damages sustained by reason of, arising from, growing out of or resulting from Members, Members' family, and Members' guests use of or presence on Lake Cameron, or the adjoining land.

Member understands that the Managing Parties maintain the right to establish rules and regulations as to the permitted and prohibited uses of Lake Cameron in addition to the Rules and Regulations outlined in the Declaration of Easements, Covenants and Restrictions for Lake Cameron. Member acknowledges that all rules and regulations concerning the use of Lake Cameron are binding on Member, Member's family, and Member's guests. Member acknowledges that the Managing Parties may revoke Member's right to use Lake Cameron at any time and in their sole discretion.

Member hereby acknowledges that the Managing Parties, are NOT responsible for the safety and security on Lake Cameron or land connected thereto of Member's, Member's family, or Member's guests. Member acknowledges there may be certain inherently dangerous conditions associated with traversing Lake Cameron's waters and the adjoining land. It is understood that no security personnel or lifeguard will be provided at Lake Cameron, and no assurance has been made by the Managing Parties that any areas in or around Lake Cameron are safe for swimming, boating, skiing, fishing, or any other recreational activities.

**MEMBER SHALL AT ALL TIMES BE FULLY RESPONSIBLE FOR ASSURING MEMBER'S SAFETY AND WELL-BEING AND THE SAFETY AND WELL-BEING OF MEMBER'S FAMILY AND MEMBER'S GUESTS WHILE USING LAKE CAMERON.**

### **EACH USER OF LAKE CAMERON UNDERTAKES SUCH AT HIS/HER OWN RISK.**

Member hereby agrees to comply with, follow and abide by any and all rules and regulations promulgated by the Managing Parties, related to the use of Lake Cameron. Member further agrees to ensure that Member's family and Member's guests comply with, follow and

abide by any and all rules and regulations promulgated by the Managing Parties, related to the use of Lake Cameron.

Member agrees to defend, indemnify, and hold harmless the Managing Parties, from and against all causes of action, claims, demands, liabilities, obligations, damage and expenses (including, without limitation, reasonable attorney's fees) imposed upon, asserted against or incurred by the Managing Parties, and arising out of the use of or presence at Lake Cameron by Member, Member's family, or Member's guests.

Member executes this Release on behalf of himself/herself and Member's respective heirs, executors, administrators, and assigns. This Release shall inure to the benefit of the Managing Parties.

**MEMBER ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ AND FULLY UNDERSTANDS THAT THIS IS A WAIVER AND RELEASE OF ALL LIABILITY.**

**For The Waters Assembly, Inc.**

**Property Owner/Assembly Member**

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Address)

**For New Waters, LLC**

DATE: \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(signature)

DATE: \_\_\_\_\_

**For Lake Cameron Managing Agent**

DATE: \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(signature)

DATE: \_\_\_\_\_