

EDGEMONT PICNIC GROUNDS WAIVER AND RELEASE OF LIABILITY

As Reserving Member of the use of Edgemont Picnic Grounds, (“I”), _____
[NAME OF MEMBER] enter into this Waiver and Release (“**Agreement**”) with Edgemont
Meadows Community Association, Inc. (“**EMCA**”) in consideration of receiving permission to
use the Edgemont Picnic Grounds (“**Picnic Grounds**”).

1. Waiver and release of all claims (including negligence):

By signing this Waiver and Release of Liability, I waive and release EMCA, its members, directors, officers, agents, employees, insurers, successors and assigns (collectively, the “EMCA Released Parties”), from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury (including death), illness, property damage, medical expenses, and loss of services, on account of or in any way related to or growing out of my use of or presence at the Picnic Grounds. This Waiver and Release is intended to and does release the EMCA Released Parties from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties, and EMCA’s negligence, including but not limited to negligence in the construction, maintenance, and upkeep of the Picnic Grounds, negligence in training, or negligence in supervision.

I further assume the inherent risks and hazards associated with using the Picnic Grounds, which is an outdoor venue, including but not limited to, exposure to the elements (inclement weather, extreme temperatures, and storms), unevenness or steepness of terrain, and encounters with natural and manmade objects.

2. I further covenant and agree not to institute any claims or legal action against the EMCA Released Parties for any claim released by this Agreement and that should any claim be made against any EMCA Released Party or Parties in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend, and completely indemnify (reimburse) the EMCA Released Party/ies for any such claim and expenses, including but not limited to attorney’s fees and costs incurred by the EMCA Released Party/ies in defending themselves or securing indemnity hereunder.
3. I agree to hold harmless, defend and indemnify the EMCA Released Parties from and against any and all claims, losses, causes of action, judgments, damages and expenses, including, but not limited to, attorney’s fees because of bodily injury, sickness, disease or death, or injury to or damage or destruction of tangible property or any other injury or damage resulting from or arising out of my reservation or use of the Picnic Grounds or any act, error, or omission by me or my guests or invitees in connection with their use of the Picnic Grounds, including, but not limited to, resulting from or arising out of the service or consumption of any alcoholic beverages to any person at the Picnic Grounds.
4. I understand that EMCA is not responsible for any lost, stolen, or damaged valuables or other property.
5. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the Picnic Grounds. I agree that I will fully comply with all rules and regulations and with any amendments thereto.

Questions? Please contact Karen Esser at karenesser@icloud.com or (970) 759-5495.

EDGEMONT PICNIC GROUNDS WAIVER AND RELEASE OF LIABILITY

6. I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver and release of any legal right I may have to sue EMCA and for any costs it incurs because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by EMCA, will void and terminate this Agreement and may result in loss of the ability to use the Picnic Grounds.

I am signing this Agreement freely, voluntarily, and competently and am at least eighteen (18) years of age.

Printed Name: _____

Address: _____

Signature: _____ Date _____

Questions? Please contact Karen Esser at karenesser@icloud.com or (970) 759-5495.