

**LIABILITY WAIVER, RELEASE, INDEMNITY AGREEMENT,
ASSUMPTION OF RISK, AND COVENANT NOT TO SUE
(Guests)**

1. _____, the undersigned, wishes to use that certain property, including the lakes contained therein, located at 2828 West Evan Hewes Highway, Imperial, CA 92251 (hereinafter "Property") for recreational water activities, including without limitation water skiing, wake boarding, wake surfing, barefoot skiing, tubing, swimming, fishing, boating, trick skiing, ski jumping and knee boarding and any other related water activities (including officiating, observing, working, participating and using facilities), and for other recreational activities, including without limitation horseback riding, biking, running, trampoline usage, eating and barbecuing and for riding/using motor or other vehicles including without limitation motorcycles, ATVs, dune buggies, golf carts, side-by-sides and quads and all other types of motor or other vehicles (collectively "Recreational Activities"). In consideration for being permitted to participate in the Recreational Activities and for other valuable consideration, the receipt and adequacy of which is acknowledged, I am voluntarily entering into this Liability Waiver, Release and Assumption of Risk ("Release"). I understand participation in the Recreational Activities is dangerous, the Recreational Activities are hazardous activities and the Recreational Activities are dangerous sports and activities. I am solely responsible for assessing whether the conditions of the Property are safe and suitable for me to participate in the Recreational Activities considering my experience, skills and abilities. I am aware that my participation in the Recreational Activities involves numerous risks of injury or death, including without limitation, drowning, falls, loss of control, failure of equipment, capsizing, sinking, hypothermia, heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration, and collisions with other persons, motor or other vehicles and/or other natural or man-made objects. I specifically acknowledge the risk of skiing around the islands, which can present shallow water conditions and tight skiing restrictions demanding expert skills. I agree to assume all risks associated with my participation in the Recreational Activities and which are inherent to the Recreational Activities.
2. I understand that the Property includes water, dirt and other unstable materials and that the Property may change over time due to its use, weather conditions, and other factors without notice to me. I have no impairments that impact my ability to safely participate in the Recreational Activities. I understand that it is my responsibility to inspect the Property before participating in any Recreational Activities. I understand that if I have any concerns about the condition of the Property, I must not use and do not have permission to use that portion of the Property until I am satisfied it is safe and also notify all board members of the Imperial Lakes Homeowners Association, a California corporation, in writing, of such concerns.
3. I acknowledge and agree that no acceptance of money (directly or indirectly) may be made in exchange for ski rides or ski instruction or any other use of the Property.
4. I FULLY AND FOREVER WAIVE ALL CLAIMS, CAUSES OF ACTION, LIABILITY, AND DEMANDS AGAINST, AND FULLY AND FOREVER RELEASE AND DISCHARGE, IMPERIAL LAKES HOMEOWNERS ASSOCIATION, A CALIFORNIA CORPORATION AND ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, HOMEOWNERS, LESSEES, OPERATORS, OFFICIALS, SPONSORS AND ADVERTISERS (COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY LOSS, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND/OR ANY OTHER DAMAGE I MAY SUSTAIN IN ANY MANNER ARISING FROM OR RELATED TO MY PARTICIPATION IN THE RECREATIONAL ACTIVITIES AND/OR WHICH ARE INHERENT TO THE RECREATIONAL ACTIVITIES, INCLUDING ANY CLAIMS ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASED PARTIES. I WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES FROM ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, OR DAMAGES RELATING TO OR ARISING FROM MY PARTICIPATION IN THE RECREATIONAL ACTIVITIES.

I intend by this Release to bind my successors-in-interest, heirs, executors, administrators, and assigns.

Initials

5. I also understand and waive the provision of Section 1542 of the California Civil Code which states the general rule that a general release of claims does not include a release of any claims of which the releasing party has no knowledge at the time of the release. California Civil Code Section 1542 is quoted below:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

After carefully reading and understanding this Release and having been given the opportunity to decline my use of the Property to participate in the Recreational Activities, I have elected to voluntarily sign this Release to use the Property to participate in the Recreational Activities.

6. If a court or an arbitrator of competent jurisdiction holds any provision of this Release to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions or portions of them, shall not be affected. This Release is governed by and construed in accordance with the laws of the State of California. Subject to the arbitration provision below, any legal actions related to this Release and/or the Recreational Activities shall be brought and conducted in Imperial County, California, and I hereby consent to such jurisdiction. Any dispute, controversy or claim arising out of or relating to this Release shall be referred to and finally determined by binding arbitration in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (the “Rules”). The arbitration shall be heard by one arbitrator to be selected in accordance with the Rules, with venue in Imperial County, California. The arbitrator may award reasonable attorneys’ fees and costs to the prevailing party.
7. I acknowledge that I have received a copy of and will be bound and comply with the Lake Usage Rules, a copy of which is attached. The Declaration of Covenants, Conditions and Restrictions for Imperial Lakes Homeowners Association (“CCRs”) and the Bylaws for Imperial Lakes Homeowners Association (“Bylaws”) will be provided to me upon written request to the owner or resident of the Property who invited me. I agree to be bound by and comply with all rules of the Property, including the Lake Usage Rules, all rules posted at the Property and all rules contained in the CCRs and Bylaws of the Property, copies of which will be provided to me by the owner or resident of the Property who invited me upon request, including without limitation all insurance requirements for boats and residences.
8. I acknowledge and agree that the Property or any portion of the Property may not be used as a landing strip for aircraft of any kind.

[Signature]

[Date]

[Printed Name]

[Address]