

WAIVER AND RELEASE OF LIABILITY AGREEMENT

This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (herein the "Agreement") is made and entered into in consideration of in exchange for being permitted by Four Seasons Property Owner's Association, Inc. (the "Association") for use of the amenities and/or the participation in activities offered by the Association. The undersigned party to this Agreement, being of lawful age, does hereby (and on behalf of all heirs, executors, administrators, successors, and assigns) agree and/or represent as follows:

1. The undersigned hereby represents that he or she is at least 18 years of age.
2. The undersigned hereby represents that he or she is not under the influence of alcohol or drugs.
3. The undersigned does hereby understand that he or she shall release, waive, discharge and covenant not to sue the Association, its members, agents, and employees (hereinafter collectively referred to as the "Released Parties"), from any and all liability to the undersigned, and the undersigned's heirs, executors, administrators, successors, and assigns, for any and all loss or damage, and any claim or demand therefor, on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the use of the Association's amenities and/or participation in activities offered by the Association, whether caused by the negligence of the Released Parties or otherwise.
4. The undersigned hereby understand and agrees to indemnify, save and hold harmless the Released Parties and each of them from against any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, that the undersigned may incur arising out of or relating to the use of the Association's amenities and/or participation in activities offered by the Association, whether caused by the negligence of the Released Parties or otherwise, and covenants not to sue for the same.
5. The undersigned does hereby understand that he or she shall assume sole responsibility for any risk of bodily injury, death, or property damage arising out of or related to the use of the Association's amenities and/or participation in activities offered by the Association, whether caused by negligence of the Released Parties or otherwise.
6. The undersigned does hereby acknowledge that the use of the Association's amenities and/or participation in activities offered by the Association may involve the risk of bodily injury, loss or damage to personal property, and does knowingly and voluntarily assume all risks thereof and choose to participate in the above-referenced event which is inherently dangerous.
7. The undersigned agrees that this Agreement extends to all inclusive acts as are permitted by the laws of the State of Missouri, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
8. The undersigned represents that he or she has signed this Agreement freely and voluntarily without any inducement, assurance or guarantee being made to the undersigned and intends his/her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

DATE: _____

OWNER'S LOT NO. / SUBDIVISION

OWNER'S NAME

OWNER'S SIGNATURE

GUEST'S NAME

GUEST'S SIGNATURE

GUEST'S NAME

GUEST'S SIGNATURE