

LAKE WILDWOOD ASSOCIATION
WAIVER AND RELEASE OF LIABILITY

This WAIVER and RELEASE of LIABILITY for the year of 2022 will continue to be in forced for the following years of 2023-2024 at that time will be reissued to all residents residing in the Lake Wildwood Community as Homeowners.

IN CONSIDERATION OF the risk of injury that exists while participating in activities in and around the SWIMMING POOL AT LAKE WILDWOOD (hereinafter the "Activity") and IN CONSIDERATION OF my desire to participate in the Activity with full knowledge of and despite the risk of injury, I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter referred to collectively as "Releasor," "I," or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this Waiver and Release of Liability and I HEREBY waive, release, and forever discharge any and all rights, claims, or causes of action of any kind – including, but not limited to, for any and all physical or psychological injury and property damage – that I have or may have against LWW ASSOCIATION (located at 115 Lake Wildwood Dr., Macon, Georgia 31220) or its affiliates, managers, members, employees, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (hereinafter referred to collectively as "Releasees") arising in any way out of my participation in the Activity.

I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY AND THAT I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK.

I FURTHER ACKNOWLEDGE THAT THE ACTIVITY MAY INVOLVE A TEST OF MY PHYSICAL AND MENTAL LIMITS, THAT I, BY PARTICIPATING IN THE ACTIVITY, AM REPRESENTING THAT I AM MEDICALLY ABLE AND PROPERLY TRAINED TO PARTICIPATE IN THE ACTIVITY, AND THAT RELEASEES HAVE NOT MADE ANY REPRESENTATIONS AND HAVE NO OPINION ABOUT MY ABILITY TO ADEQUATELY PARTICIPATE IN THE ACTIVITY.

I FURTHER ACKNOWLEDGE THAT I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH INCLUDE, BUT ARE NOT LIMITED TO, DROWNING, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH BY ANY OTHER MEANS.

I FURTHER ACKNOWLEDGE THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE.

I FURTHER ACKNOWLEDGE THAT I ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITY.

I FURTHER ACKNOWLEDGE THAT I AM WAIVING AND RELEASING CLAIMS AGAINST RELEASEES FOR ANY NEGLIGENCE OF THE RELEASEES.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including, but not limited to, attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees.

I FURTHER AGREE that in the event that I should require medical care or treatment, I authorize Releasees to provide all emergency medical care deemed necessary, including, but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel.

I FURTHER AGREE that this Waiver and Release of Liability shall be governed for all purposes by Georgia law, without regard to any conflict of law principles.

I FURTHER AGREE that this Waiver and Release of Liability supersedes any and all previous oral or written promises or other agreements.

I FURTHER AGREE THAT THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

I FURTHER AGREE that this Waiver and Release of Liability was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength, that this Waiver and Release of Liability is clear and unambiguous as to its terms, that no other evidence shall be used or admitted to alter or explain the terms of this Waiver and Release of Liability, and that it will be interpreted based on the language in accordance with the purposes for which it is entered.

I FURTHER AGREE that in the event any provision contained within this Waiver and Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this Waiver and Release of Liability shall be determined to be unlawful or otherwise unenforceable, that the remainder of this Waiver and Release of Liability shall remain in full force and effect, and that if a court should find any provision of this Waiver and Release of Liability to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact

Contact Relationship

Contact Telephone

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM 18 YEARS OF AGE OR OLDER, THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, THAT I FULLY UNDERSTAND ITS CONTENTS, AND THAT I AM SIGNING IT AS MY OWN FREE ACT AND DEED.

Participant's Name: _____

Participants Address: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of _____

named above and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent or Guardian Name _____

Relation to Minor: _____

Signature: _____

Date: _____