

WAH TA WAH PARK COMMUNITY, INC.

WAIVER AND RELEASE FOR KEY TO BEACH

I/We hereby acknowledge that I/We are in receipt of the gate key to the Wah Ta Wah Park Community Beach (the “Beach”) and further acknowledge/are aware that the Beach may not always have Lifeguards or other attendants present.

I/We hereby acknowledge that access to the Beach will be during daylight hours only (dawn to dusk).

I/We hereby acknowledge that access to the Beach is only granted to the undersigned homeowner(s). No guests (or short-term renters) are allowed without the homeowner(s) present.

I/we understand that if entering the Beach without a Lifeguard present, we will lock the gate when entering the Beach and upon leaving. Beach gate will never be left unlocked by us unless it is during regular business hours and there is a Lifeguard on duty.

I/We accept responsibility that we will use the **Beach facilities at our own risk** and will hold Wah Ta Wah Park Community harmless from and against any and all liabilities, costs (including reasonable attorneys’ fees), claims, demands or damages incident to or arising out of any occurrences, injuries, acts or omissions which occur while using or relating to the Beach facility during off hours.

I/We voluntarily assume all risks of, and waive and release any claims arising from, any accident, injury or damage to his or her person or property and that of his or her family arising out of the use of the Beach, including any future claims for future incidents.

I/We also hereby acknowledge that members of our household will abide by any posted or published rules, procedures, or signs associated with the use of the Beach and that violations may result in suspension of privileges.

I/We acknowledge that we will be held financially responsible for acts of negligence or malicious mischief or vandalism by members of our household that result in damage to the Beach’s equipment or facilities.

The Wah Ta Wah Community Board members and/or designee responsible for the Beach will determine any such damage and subsequent costs to repair the damage. The Homeowner will receive a bill for the cost of such repair and is expected to pay such cost in full within twenty (20) days of receipt. Any appeal or contesting of the damage or cost to repair such damage must be made directly to the Wah Ta Wah Community Board of Directors within fifteen (15) calendar days of receipt of the bill.

I/We have been provided with one key at a cost of \$5.00. The key will open the gate for entrance to the beach. Replacements for lost or abused keys will cost \$25.00 each. From time to time, for security reasons, the key may be changed and you may be asked to purchase a new key.

Alternatively, if you sell your property while still in possession of key, such key must be returned back to the Wah Ta Wah Park Community, Inc. Board President or Beach Chair or you will be charged \$25.00 for replacement costs. If such Key is lost or stolen, such incident must be reported to the Wah Ta Wah Park Community, Inc. Board President or Beach Chair immediately.

I/We, the undersigned, hereby acknowledge that we are over 18 years of age and that the agreement to the provisions of this Waiver shall survive the termination of this Agreement or Membership.

Wah Ta Wah Park Homeowner(s): [KEY #: _____]

(signature)

[print name]

(signature)

[print name]

Wah Ta Wah Park Address: _____

PO Box Address: _____

Telephone number (Cell, if possible): _____

Email address: _____

Wah Ta Wah Park Board [Secretary or Board Designee]

(signature)

[print name]

Dated this day of _____, 2____