

Please complete and return the following form to:

Administrator@BerkeleyLake.org

OR

BLHA
P.O. Box 232
Duluth, GA 30096

**BERKELEY LAKE HOMEOWNER'S ASSOCIATION
WAIVER OF LIABILITY**

In exchange and consideration of my membership (new or continued) in the **Berkeley Lake Homeowner's Association, Inc.** ("**Association**") and participation in any and all activity in and near Berkeley Lake, the surrounding beach area and/or facilities ("**Berkeley Lake**"), which are controlled by the Association, I hereby agree to waive all liability against the Association as follows for myself, my executors, administrators, heirs, next of kin, successors, and assigns and (if applicable) for the members of my family, guests and invitees that I may bring or authorize to come to Berkeley Lake:

1. I agree to obey and observe all rules and warnings, whether posted, oral or verbally given, and further agree to follow any instructions or directions given by the Association, its website, representatives, agents and employees;
2. I recognize that there are inherent risks associated with Berkeley Lake and I assume full responsibility for personal injury to myself and family members, guests and invitees and further waive, release and discharge the Association from any and all known or unknown claims, loss and damages arising from my and/or my family member's, guest's, invitee's use of or presence upon Berkeley Lake whether caused by the fault of myself, or my family, guest, invitee, or the Association or other third parties. Such risks may include, but are not limited to, risks associated with (i) swimming, boating, fishing and use of the membership facilities; (ii) submerged hazards in the lake, such as rocks, wooden structures, and metal objects; and (iii) wildlife, such as geese, fish, snakes, etc.;
3. I acknowledge and will ensure my family member, guest, and invitee acknowledges that (a) there is no lifeguard on duty and that swimming it at my (their) own risk; (b) all minors under the age of 12 or anyone who is a marginal swimmer swimming outside of the roped off swimming area or swimming beyond their ability should wear a U.S. Coast Guard approved life jacket or preserver; (c) the Association recommends all usage of Berkeley Lake is done following the U.S. Coast Guard safety rules; (d) the lake visibility is less than a pool and I will take additional safety precautions due to these differences; and (e) Berkeley Lake structures provided for seating, sporting and child's play are not professionally maintained and are used at our own risk;
4. I hereby consent and my family member, guest, invitee consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during or from use of and presence upon Berkeley Lake. I shall be responsible for all medical costs and expenses, if any, from such medical treatment;
5. I agree to INDEMNIFY, DEFEND, HOLD HARMLESS AND PROMISE NOT TO SUE the Association against all claims, causes of action, damages, judgments, costs and expenses, including attorneys fees and other litigation costs, which may arise in any way from my or my family member's, guest's, invitee's use of and presence upon Berkeley Lake;
6. I agree that I am and my family member, guest and invitee is participating voluntarily and that risks have been made clear to me and my family member, guest and invitee. Additionally, I do not and my family members, guests and invitees do not have any conditions that will increase the likelihood of experiencing injuries while making use of Berkeley Lake. I agree that I take all responsibility for myself and anyone I choose to share my membership which includes, but not limited to, other members within my household, guests, and invitees that I may bring and invite to Berkeley Lake;
7. I agree to pay for all damages to the facilities of the Association caused by my or my family member's, guest's and/or invitee's negligence, carelessness, recklessness, or willful misconduct;
8. This Waiver of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law; and
9. Any legal and equitable claim that may arise from the above shall be resolved under the laws of the State of Georgia.

I HAVE READ THIS WAIVER OF LIABILITY AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS WAIVER OF LIABILITY, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS AND I HEREBY WAIVE, RELEASE AND DISCHARGE THE ASSOCIATION, ITS MEMBERS, DIRECTORS, OFFICERS, REPRESENTATIVES AND AGENTS FROM ALL LIABILITY, INCLUDING FINANCIAL RESPONSIBILITY, RELATING TO INJURIES WHETHER DUE TO NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, OR MAINTENANCE OF STRUCTURES THAT MAY OCCUR IN OR NEAR BERKELEY LAKE.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

I, _____, (Print Name) fully understand and agree to the above terms and conditions of the Waiver of Liability.

(Member's Signature)

Effective Date