

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

ASSUMPTION OF RISKS

I am aware that the Lessor’s premises include: buildings, beach, lake, waterslides, pool, aqua glide park, playground, beach volleyball court, pickleball courts, barbecue grills, natural habitat, walkways, roadways, RV pad mounts, RV power pedestals and other structures and amenities typically found in and on an RV Resort (the “Premises”) and that the use of these Premises by me and any listed occupants (the “Activities”) involve many risks, dangers and hazards including, but not limited to: fire; bodies of water; snowy, wet or slippery walkways; excessive sun exposure; hot surfaces; errant sports equipment; encounters with wildlife; dilapidated buildings and structures, malfunctioning of electrical equipment; crowded and congested areas; and motor vehicle accidents all of which includes the risk of serious personal injury including, but not limited to, brain injury, spinal cord injuries including paraplegia and quadriplegia, bone breaks and fractures, soft tissue injuries; loss of balance or control; slips, trips and falls; accidents occurring while participating in the Activities; negligent first aid; failure to act safely or within one’s own ability; negligence of other persons; and NEGLIGENCE ON THE PART OF THE LESSOR AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS, MAINTENANCE PERSONNEL, AGENTS, CONTRACTORS, SUPPLIERS, REPRESENTATIVES, OTHER GUESTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES"). I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME AND ANY OCCUPANTS OF THE RV SITE FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. I ON BEHALF OF MYSELF AND ANY OCCUPANTS OF THE RV SITE, FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of I and any occupants of the RV Site being entitled to Lease Rent the RV Site and being able to access the Lessor’s Premises and participate in the Activities on the Premises, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I or any occupants, of the RV Site have or may in the future have against the Lessor, and TO RELEASE the Lessor from any and all liability for any loss, damage, expense or injury including death that I, or any occupants of the RV Site, may suffer as a result of participation in the Activities, and the use of or the presence of me and any occupants of the RV Site, on the Premises DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS’ LIABILITY ACT, RSA 2000, c O-4, ON THE PART OF THE LESSOR. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE LESSOR TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME AND any occupants of the RV Site FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (INCLUDING THE RIGHT TO SUE THE LESSOR THE RELEASEES.

IN WITNESS WHEREOF this Release of Liability, Waiver of Claims and Assumption of Risks Agreement was signed this date: _____.

_____	_____	_____
Witness Name	[PRINTED NAME OF LESSEE]	[SIGNATURE OF LESSEE]
_____	_____	_____
Witness Signature	[PRINTED NAME OF LESSEE]	[SIGNATURE OF LESSEE]
	_____	_____
	[PRINTED NAME OF LESSEE]	[SIGNATURE OF LESSEE]
	_____	_____
	[PRINTED NAME OF LESSEE]	[SIGNATURE OF LESSEE]

Signatures are required for ALL of the names listed as LESSEE’s on page one of the BAR W RV RESORT RV-SITE ANNUAL LEASE RENTAL AGREEMENT. This Waiver must also be dated and witnessed.