**WAIVER AND RELEASE OF LIABILITY**

**IN CONSIDERATION OF** the risk of injury that exists while participating in the AuSable Lake Association Property Owners Association Kids Fishing Derby or AuSable Lake Quad (hereinafter the “Activity”): and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in the same:

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “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 hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

**I HEREBY** release and forever discharge the AUSABLE LAKE PRPERTY OWNERS ASSOCIATION, PO BOX 335 Rose City, Michigan 48654-0335, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively “Releasees”), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I FURTHER ACKNOWLEDGE** that the Activity may involve a test of a person’s physical and mental limits and may carry with it potential for death, serious injury and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the AuSable Lake Property Owners Association official or agent, regarding my approval to participate in the Activity.

I HERBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE the AuSable Lake Property Owners Association AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSGINS, FROM ANY AND ALL CLAIMSA OR CAUSES OF ACTION AND I AGREE TO VOLUNTERILY GIVE UP OR WAIVE ANY RIGHTS THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST the AuSable Lake Property Owners Association FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statue or case law does not prohibit releases for ordinary negligence, this release is for such negligence on the part of the AuSable Lake Property Owners Association, its agents, and employees.

I agree that this Release shall be governed for all purposes by the State of Michigan law. Without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damages to equipment or facilities occurs and a result of my or my family’s or my agent’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

**I FURTHER ACKNOWLEDGE** that releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting specific event or activity on behalf of Releasees. In the event I should require medical care or treatment, I authorize the AuSable Lake Property Owners Association to provide 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 to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

THIS WAIVER AND RELEASE SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OR PARTICIAPTION.

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Printed name of Releasor”, “I” or “me”, which terms shall also include Releasor’s parents or guardian if Releasor is under 18 years of age

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Signature of Releasor”, “I” or “me”, which terms shall also include Releasor’s parents or guardian if Releasor is under 18 years of age

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_