

# **WAIVER AND RELEASE FROM LIABILITY**

In consideration of being permitted to use the Roads and Marina areas in Towamensing Trails (the Development) owned by Towamensing Trails Property Owner Association, to operate a personal recreational vehicle, including but not limited to my all-terrain vehicles (ATV's), for one (1) calendar year period, and intending to be legally bound the undersigned:

1. Agree that prior to participating or using the Roads and Marina areas for recreational vehicle use, all person should inspect the Roads and Marina areas to be used, and if the participant believes anything is unsafe, the person should immediately advise their responsible adults and advise TTPOA, and should refuse to operate the recreational vehicle on the Roads and Marina areas in the Development.
2. Acknowledge receipt, review and understanding of the TTPOA Rules and Regulations regarding ATV's and recreational vehicles and agree to be bound and abide by same. Signing this document acknowledges review, and completed all forms required by TTPOA and constitutes acceptance of responsibility for the use of such vehicles and any consequences, penalties fines, etc. that are the result of the undersigned's use of TTPOA's Roads and Marina areas.
3. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own action, inaction or negligence, but the action, inaction or negligence of others or the condition of the premises of any equipment used. Further, that there may be other risks not known to TTPOA or the undersigned or not reasonably foreseeable at time.
4. Assume all the foregoing risks and accept personal responsibility for all damages following any injury, permanent disability, or death.
5. Release, waive, discharge and covenant not to sue TTPOA, its affiliated clubs, their respective administrators, directors, agents, and other employees of the organization, other participants, owners and Lessor of premises used to conduct the event, all of whom are hereinafter referred to as "Releases", from demands, losses, or damages on account of injury, including death or damage to property caused or alleged to be caused in whole or part by the negligence of the Release or otherwise.
6. Understand that TTPOA owns the Roads and Marina areas and is merely providing the undersigned with a limited license to use the Roads and Marina areas for recreational use for a limited period of one (1) calendar year. This license is freely revocable by TTPOA and is subject to renewal every year or until such license shall terminate through TTPOA's unilateral action.

**I, THE UNDERSIGNED HAVE READ THIS WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT VOLUNTARILY.**

PROPERTY OWNER

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Date	Signature of Property Owner	Printed Name of Property Owner
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Local Mailing Address: \_\_\_\_\_

Lot Number / House Number / Street Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Permanent Mailing Address and Phone Number (if different from above):

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