**ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY**

WAIVER OF LEGAL RIGHTS

**Releasor Name (print name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**I, Releasor, may have occasion to use the following real property in San Juan County, Washington:**

**Thirty-three acres of waterfront residential land with miscellaneous improvements at the eastern terminus of School Rd and Lopez Sound Rd, Lopez Island, Washington, with Tax parcel No.’s 252544002 and 153033001 (the “Premises”).**

**I acknowledge that the Premises contain hazards that could result in death, disability and/or injury. In consideration for use of the Premises, I agree as follows:**

1. **To the extent permitted by law, I and on behalf of my legal representatives, heirs and assigns, hereby release, waive, relinquish and discharge any manager for the Premises, the Trust which owns the Premises, the Trustee of the Trust which owns the Premises, the Trust’s beneficiaries, and those persons’ and entities’ agents, employees, servants and assigns, for injury or damage to person, property or business sustained in or about the Premises by me, which injury or damage results from any act, neglect, occurrence or condition in or about the Premises.**
2. **I will indemnify and hold harmless any Lessee of the Premises, the Trust which owns the Premises, the Trustee of the Trust which owns the Premises, the Trust’s beneficiaries, and those persons’ and entities’ agents, employees, servants and assigns against any and all claims, demands, costs and expenses of every kind and nature arising from my use of the Premises.**
3. **I hereby assume full responsibility for the risk of bodily injury, death or property damages occurring in, upon or about the Premises, or as a result of conditions or occurrences in, upon or about the Premises due to the negligence of any manager for the Premises, the Trust which owns the Premises, the Trustee of the Trust which owns the Premises, the Trust’s beneficiaries, and those persons’ and entities’ agents, employees, servants and assigns.**
4. **I bring any personal property onto the Premises at my own risk and no other person or entity shall be liable for damage thereto or theft or misappropriation thereof.**

**Before signing the foregoing release, waiver and indemnity agreement, I have carefully read and fully understand its terms, including the assumption of risk and waiver of liability, and sign this release as my own free act.**

**Releasor Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Also to be signed by the parent or guardian of children under age 18:**

 **I have read and fully understand the terms of this release, waiver and indemnity agreement, including the assumption of risk and waiver of liability. I agree as parent/guardian for the minor child, on behalf of said child, to comply with and be bound by, and cause said child to comply with and be bound by, this release, waiver and indemnity agreement.**

**Parent/Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Circle one)**