

# RELEASE OF LIABILITY

**I. THE PARTIES.** This Release of Liability ("Release") is made this day/year, \_\_\_\_\_, and is by and between:

**Releasor:**

Name: \_\_\_\_\_ with a mailing address of \_\_\_\_\_ ("Releasor"), and

**Releasee:** Cedarcroft Club, Inc. with a mailing address of 347 Cedarcroft Dr., Brick, NJ 08724 ("Releasee").

**II. LIABILITY EVENT.** Under the terms of this Release and sufficiency of which is hereby acknowledged, the Releasor hereby releases and forever discharges the Releasee of: Use of the Cedarcroft Club, Inc. PWC Dock Rental Davit Launch.

THEREFORE under the terms of this Agreement and sufficiency of which is hereby acknowledged, do hereby release and forever discharge the Releasee including their agents, volunteers, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action, malfunctions of equipment or suits of any kind or nature whatsoever, which now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the Liability.

**III. INSTRUCTION.** It is understood and agreed that Releasor has received full and complete instruction on the proper use and safety of the Cedarcroft Club, Inc. PWC Dock Rental Davit Launch, the davit, it's mechanisms and accessories, the PWC platform, bulkhead and surroundings such as that no liability will come to bear on the Cedarcroft Club, Inc. for improper use or malfunction. It is also understood that the Releasor will not operate the davit for launch or retrieval of a PWC without an additional individual present.

**IV. PAYMENT.** As part of this Release, the Parties agrees to: (check one)

- No payment by the Releasor to the Releasee.

- A payment of \$\_\_\_\_\_ by the Releasor to the Releasee for seasonal use of the Cedarcroft Club, Inc. PWC Dock Rental Davit Launch from April 1st to December 31st of the year in which this release is dated.

It is understood and agreed that this Release is made and received in full and complete settlement and satisfaction the causes of action, claims and demands mentioned herein; that this Release contains the entire agreement between the Releasor and Releasee; and that the terms of this Release are contractual and not merely a recital.

**V. BINDING EFFECT.** This Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors and assigns.

**Releasor's Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Releasee's Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name:** \_\_\_\_\_