

## **WAIVER AND RELEASE OF LIABILITY FOR ACTS RELATING TO ALCOHOL USE AT EVENTS**

By signing this agreement you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself, including death, or your property or that of your guests or minor children however caused arising out of the consumption or provision of alcohol at Hunters Creek Swim and Recreation Club ("HCSRC") events. You also agree to indemnify HCSRC and its agents should it be sued for a claim arising out of alcohol use at a Lessee/Host event.

HCSRC provides, as a benefit to the local community, a clubhouse for rent for social gatherings and parties. HCSRC also permits members and guests to host pool parties at the clubhouse pool for a fee. HCSRC does not prohibit the responsible use of alcohol by adults, should the party Lessee/Host choose to permit this legal activity. The "Lessee" is the party who contractually agreed to pay for use of the clubhouse or premises and who signed this agreement.

HCSRC does not provide or sell alcohol at these lessee-sponsored events. HCSRC does not encourage the provision of alcohol. HCSRC does not undertake to monitor the provision of alcohol solely to those who are above the legal age ("21") or to ensure that guests of lessee are not consuming too much alcohol. This decision is solely within the province of Lessee/Host. By deciding to provide alcohol at any lessee-sponsored event, lessee specifically undertakes to ensure that minors do not drink alcohol, and that guest consumption remains safe and responsible just as if the Lessee/Host were entertaining in the Lessee's own home.

The undersigned Lessee (Renter)/Host agrees that Lessee and Lessee's members or guests waive and release HCSRC, its officers, board of directors, employees, agents, attorneys, management company and contractors, including lifeguards and pool maintenance contractors, from any claims, demands, liability, losses, costs and expenses (including attorney's fees) arising from provision or consumption of alcohol at a hosted event. This release includes claims based on the negligence or purported negligence of HCSRC and the entities identified above.

At all times, the decision to provide or consume alcohol on the premises is the responsibility assumed by the Lessee/Host and HCSRC disclaims any responsibility for monitoring such use. Lessee/Host agrees to indemnify and hold harmless HCSRC for any claims against it or its officers or

employees arising out of the provision of alcohol at a lessee-sponsored event.

**LESSEE:** \_\_\_\_\_

**DATE :** \_\_\_\_\_

**PROPERTY ADDRESS:**

**PHONE NUMBER:**