

## **The Landings New Neighbors, Inc. Release, Covenant, Hold Harmless and Indemnity Agreement**

In consideration of accepted as a member of The Landings New Neighbors, Inc, a Georgia Non-profit corporation (“NN”) and being provided the opportunity to participate in the activities and events sponsored or presented by NN, including, but not limited to, boating, watersports, bicycle riding, touring, dining, athletics, walking, social events, public service, board and card games, military and educational travel and other such event (collectively and separately without limitation referred to as “Activity”), I, for myself and my estate, heirs legal and personal representatives, and assigns (collectively “Releasers”), irrevocably agree as follows:

1. I acknowledge that my participation in the Activity is voluntary and that I would not be permitted to participate in the Activity unless I sign this Agreement.

2. I understand that the Activity and participation in the Activity with other people including the operators and providers of the Activity may be inherently risky and may entail obvious and non-obvious dangers associated with my participation in the Activity that may cause physical harm, injure or even death to me.

3. I accept and assume sole and exclusive responsibility for my own actions and inactions while engaged and participating in the Activity.

4. I freely and knowingly accept and assume all risks and dangers of harm or injury to me and/or my property whether known or unknown to me that may occur or result before, during or after my participation in the Activity whether: of my own doing or actions or failures to act by others; due to carelessness or negligence of others; arising from the condition, suitability, or maintenance of the equipment or property involved or related to the Activity; and foreseeable at this time.

5. I accept that before, during or after an Activity I may have to enter upon and/or use the premise or property under the control or ownership of another person or entity and I recognize and accept that such premise or property in “as is” condition without warranty expressed or implied.

6. By signing this Agreement, I and the other Releasers release, discharge, hold harmless, and covenant not to sue NN, its agents, officers, directors, activity chairmen, members or other participants (collectively the “Releasees”) from any and all liability, claims, costs, demands, causes of actions, losses or damages, known or unknown, whether or not caused or alleged to be caused in whole or in part by the negligence of the Releasees. This Agreement also applies to my travel to and from the Activity.

7. Further, if I or any party on my behalf or any other person or participant on their own behalf makes a claim against the Releasees, I shall indemnify, save, defend, and hold harmless each of the Releasees from any damages, costs, loss, liability, and legal fees or expenses that may be incurred as a result of such claim or otherwise arising from the Activity.

8. I understand that I may be photographed or recorded during an Activity and waive all rights of publicity, privacy, or pre-approval that I have or may have for NN's use of such likeness of me. Further, I grant NN permission to use, edit, alter, copy, exhibit, distribute and publish (including by electronic means) such likeness of me without payment or restriction and recognize such images shall become the property of NN.

I have carefully read this Agreement, fully understand its terms, understand that by signing this Agreement I am giving up substantial rights and accepting potential obligations and I sign this Agreement voluntarily and freely. I am not relying on any oral or other written agreement or representations, and I intend this Agreement to provide a full, complete, and unconditional release to extent permitted by Georgia Law. This Agreement is controlled under Georgia Law. I agree that if any portion is deemed to be unenforceable, the remaining balance shall continue in full force and effect. This Agreement shall be construed to broadly provide a release and waiver to the fullest extent permissible.

Print Member's Name \_\_\_\_\_

Member's Address at the Landings \_\_\_\_\_

Member's Signature \_\_\_\_\_ Dated \_\_\_\_\_, 2021