

**Pine Cove Beach Club
Waiver and Release of Liability**

1. By signing this Waiver and Release of Liability (Agreement), I waive and release Pine Cove Beach Club, its agents, servants, employees', insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility.

This waiver and release is intended to and does release Pine Cove Beach Club from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Pine Cove Beach Club's negligence. This is not intended to release Pine Cove Beach Club from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against Pine Cove Beach Club for any claim released by this Agreement. I further agree that should any claim be made against Pine Cove Beach Club in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Pine Cove Beach Club for any such claim and expenses including attorney's fees and costs incurred by Pine Cove Beach Club in defending themselves or security indemnity hereunder.

2. I understand that Pine Cove Beach Club is not responsible for any lost, stolen, or damaged valuables or property.
3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Pine Cove Beach Club for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Pine Cove Beach Club, will void and terminate this Agreement and may result in loss of the ability to use the facility.

I am signing this Agreement freely, voluntarily, and competently and am at least eighteen (18) years of age.

Name (please print)

Signature

Date

PLEASE PROVIDE A CERTIFICATE OF LIABILITY INSURANCE NAMING PINE COVE
BEACH CLUB AS ADDITIONAL INSURED.