

# ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

This Assumption of Risk, Waiver of Liability, and Indemnity Agreement ("Agreement") is between \_\_\_\_\_ (the "**Undersigned**") and \_\_\_\_\_ (collectively, the "\_\_\_\_\_").

The Webken's own property located near Norris Lake, Tennessee (the "**Lake House**"). The Undersigned want to use the Lake House, and execute this Agreement as a condition precedent of, and as inducement to the Webken's allowing them access to the Lake House. In consideration of the Undersigned being able to use the "Lake House", and the other covenants contained herein, the Parties agree as follows:

**Definitions.** The term "**Released Parties**" includes the \_\_\_\_\_'s, their family-members, agents, and representatives. The term "**Releasing Parties**". Includes the Undersigned, their spouse, children, next of kin, and any legal representatives, executors, administrators, or anyone else who might sue on their behalf. The term "**Supervised Parties**" includes the Undersigned, their family, their guests, and their invitees. The term "**Claims**" includes all causes of action, claims, losses, costs, expenses and damages, including reasonable attorney fees and expenses incurred by the Released Parties in defending against them.

**Supervision.** The Undersigned agree that they are fully solely responsible for the care and supervision of the Supervised Parties during their use of the Lake House. The Webken's shall have no responsibility for these things.

**Assumption of Risk.** THE UNDERSIGNED ACKNOWLEDGE THAT THEIR USE OF THE LAKE HOUSE CARRIES WITH IT INHERENT RISKS, including but not limited to: (a) the Lake House's close proximity to water, (b) the lack of available safety and first aid equipment or readily accessible medical facilities, (c) natural hazards including, but not limited to, the condition and slope of the terrain, (d) risks of burns or injuries relating to the use of a fire pit; and (e) any other risks not specifically mentioned (collectively, the "Risks"). The Undersigned understand that these Risks may cause or contribute to: (I) injury to persons, (II) property damage, (III) permanent disabilities, or even (IV) death. The undersigned shall inspect the Lake House prior to each use of it and shall notify the Webken's immediately of any unsafe condition or hazard. The undersigned acknowledge and agree that they knowingly assume all Risks relating to or arising from the use of the Lake House. The Undersigned take full and sole responsibility for any Claims arising out of the use of the Lake House by any of the Supervised Parties.

**Waiver of Liability.** The Undersigned, on behalf of the Releasing Parties, FOREVER WAIVE, RELEASE, AND COVENANT NOT TO SUE the Webken's and the other Released Parties from any and all Claims relating to the Risks, regardless of whether any such Claims arise as a result of the negligence of the Webken's or third parties.

**Indemnity.** The Undersigned agree to hold harmless, defend, and indemnify the Webken's and the other Released Parties from and against any and all Claims made by any Releasing Party, Supervised Party, or any third party, arising from or relating to the Supervised Parties' use of the Lake House.

**Miscellaneous.** This Agreement is intended to be as broad as legally permitted. If any provision is unenforceable, that provision shall be severed and shall not affect the remaining provisions.

The Parties acknowledge that they have read and understood the provisions of this Agreement. This Agreement is the entire understanding of the Parties about this subject. Any changes to this Agreement must be in writing and signed by the Undersigned and the Webken's.

NOTICE: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHT AND ELIMINATES YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

UNDERSIGNED

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_