

Dunewood Property Owners Association Sailing, Boating, Swimming Waiver

I understand that the activities that I _____, and /or my children/ward
_____, _____, _____,
_____, _____, am/are about to participate in can be a dangerous
and hazardous activity; and that injury can result from such participation. I agree to accept and assume
any and all risks of injury while participating in any swimming, sailing or boating activities. I also
willingly and freely accept the risks that are obvious and necessary in such participation.

In consideration of using the facilities provided to me for these activities, I agree not to sue
Dunewood, D.P.O.A., Dunewood Yacht Club or any person organizing the activities or their employees
and/or agents if I am or my children are hurt during these activities. I accept full responsibility for any
and all damages or injury to myself and/or children or injury or damage that I or my children cause to
others. I further agree to hold harmless and defend and indemnify the organizers of these activities and its
owners, agents and employees from all liability, including claims of negligence or other breach of duty
for property damage, injury or death to myself or to any other persons including family members that
occur as a result of, or related to, my participation in the use of the facilities, premises, and/or equipment
provided. Moreover, I accept responsibility for damage to any equipment due to negligence or
recklessness of myself and my children.

I grant Dunewood, D.P.O.A. and Dunewood Yacht Club, their representatives and employees the
right to take photographs of me and my property in connection with these activities. I authorize the
entities, assigns and transferees to copyright, use and publish the same in print and/or electronically on the
Dunewood or Dunewood Yacht Club websites. I agree that Dunewood, D.P.O.A. and Dunewood Yacht
Club may use such photographs of me with or without my name and for any lawful purpose, including for
example such purposes as publicity and Web content.

This agreement shall be governed by the laws of the State of New York and shall be litigated in
the courts of the State of New York which shall have the exclusive jurisdiction over every party in
connection with any dispute, controversy, cause of action, lawsuit or any other claim.

I acknowledge that I have carefully read and completed this agreement and express assumption of
risk contract and I fully understand its contents.

Name of adult participant or parent

child's name

child's name

Signature of adult/parent

date

child's name

child's name