

**One – Year Nontransferable
ACCESS PERMIT & LIABILITY AGREEMENT
ASSUMPTION OF RISK, WAIVER OF LIABILITY & INDEMNIFICATION
FOR VEHICLE OPERATION ON PLCC OWNED PROPERTIES**

Vehicle operation on PLCC owned properties is prohibited without submission of this fully completed and signed form. Any vehicle operating on PLCC owned properties without this completion of this form will be considered trespassers who are subject to prosecution. Only members in good standing are qualified to submit this form to gain access.

Members: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

On this _____ day of _____, 20_____, the undersigned member of PLCC,
(name): _____, residing at _____

_____, hereby agree as follows:

1. In consideration for receiving permission to operate any vehicle on PLCC owned property, I hereby RELEASE PLCC, its officers and members from any liability for injury sustained by myself or any passengers through such operation. I waive the right to bring any legal action against PLCC based on the condition of the land and understand that I operate vehicles on such land at my own risk and that no representations about road conditions or maintenance of the property have been made. I COVENANT NOT TO SUE The Pinecliff Lake Community Club, (PLCC) , their officers, trustees, or volunteers (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, regardless of whether such loss is caused by the negligence of the releasees, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I am fully aware of the risks and hazards connected with the activities of operating any type of vehicle on PLCC owned property, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that the releasees do not require me to operate any vehicles on PLCC land .

3. It is my express intent that this shall bind the members of my family, my heirs, my household residents, my guests, and personal representatives, and shall be deemed as

a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above - named RELEASEES. I fully indemnify PLCC for all such claims and liability arising from my use of this access permit. Any household member or guest who does not sign this waiver will be deemed to not have permission to be on PLCC land. Those deemed to not have permission will be considered trespassing.

I ACKNOWLEDGE AND REPRESENT that as the legal representative for myself and my family I have read the foregoing LIABILITY AGREEMENT understand it and sign it voluntarily as my own free act and deed

Sign _____

Print _____

Email

Phone

Member/Parent/Guardian/Operator of vehicle

Please list all household members listed on membership application.

Approved on behalf of Pinecliff Lake Community by

Name:

Title:

Date: _____

This document is non assignable or transferrable and applies only the member and adult members of that member's immediate household. This access is valid for one year from date of acceptance.