

## RELEASE OF LIABILITY

### READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for using the clubhouse owned by Sengekontacket Community Corporation ("Sengekontacket"), of 10 Sengekontacket Road, Edgartown, MA, 02539 and/or use of the property, facilities, and services of Sengekontacket, I,

\_\_\_\_\_ of \_\_\_\_\_ agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rule, and warnings, and further agree to follow any oral instructions or directions given by Sengekontacket, or the employees, representatives or agents of Sengekontacket.
2. I recognize that there are certain inherent risks associated with the above described use and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Sengekontacket for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Sengekontacket, whether caused by t he fault of myself, my family, Sengekontacket or other third parties.
3. I agree to indemnify and defend Sengekontacket against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Sengekontacket.
4. I agree to pay for all damages to the facilities of Sengekontacket caused by my or my family's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Massachusetts law.
6. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Sengekontacket has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
7. This Agreement and each of its term s arc the product of an arms' length negotiation between the Parties. In t he event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. Any controversy or claim arising out of or relating to this contract, or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. In case of an emergency, please call \_\_\_\_\_  
(Relationship : \_\_\_\_\_) at \_\_\_\_\_ (Day),  
or \_\_\_\_\_ (Evening).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I  
FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I  
VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_