

CAP Beach/Pavilion/Playground Agreement

This agreement executed this ____ day of _____, 20____, by and between the Civic Association of Palisades, ("CAP"), and _____, ("the MEMBER"), a member in good standing of the CAP. In consideration of the promises and undertaking set forth in this agreement, the CAP grants the MEMBER exclusive use of the pavilion and grill and permission to invite no more than ____ guests to the CAP Beach properties including non exclusive use of any of the facilities on _____, the ____ day of _____, 20____, from _____ am/pm to _____ am/pm for the following EVENT: (Description of the EVENT) _____.

I hereby agree as follows:

- The MEMBER agrees to be present at the EVENT throughout its entirety.
- The MEMBER agrees and will cause its agents, contractors, guests and invitees to release, waive, hold harmless and indemnify the CAP, its officers, board of governors, agents, employees, and CAP general members (hereinafter referred to as "CAP") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or my guests or to any property belonging to me or my guests, whether caused by the negligence of the CAP, or otherwise, while using the facilities, or while in, on or upon the premises.
- The MEMBER agrees to comply with, and cause its agents, contractors, guests and invitees to comply with: (a) all applicable Federal, State, and local laws, regulations, and requirements; (b) all applicable rules, guidelines, prohibitions and requirements of the CAP; and (c) any special instructions issued by the CAP.
- The MEMBER agrees to pay for all damages to any property of the CAP or any other CAP general member directly or indirectly caused by or resulting from, in whole or in part, any act, omission, negligence, or fault of the MEMBER or any guest, invitee or other participant in the EVENT, including entities providing services for the EVENT.
- The MEMBER understands, and will cause its agents, contractors, guests and invitees to understand that the beach and swimming areas for the CAP are unguarded and use of the water access portions of the CAP Beach properties are at the risk of the MEMBER and its agents, contractors, guests and invitees.
- The MEMBER will, and will cause its agents, contractors, guests and invitees to know and obey the CAP guidelines and rules of use of the property.
- The MEMBER is fully aware of risks and hazards connected with being on the premises and participating in the EVENT at the CAP Beach/Pavilion/Playground to include the CAP properties, and the MEMBER is fully aware that there may be risks and hazards unknown to Member connected with being on the property.
- The MEMBER has read the Community Guidelines and is aware of the rules.

The MEMBER hereby elects to voluntarily sign this Agreement and understands that the terms of this Agreement are contractual in nature and not a mere recital. The MEMBER agrees that no oral representation, statements or inducements, apart from the foregoing written agreement, have been made.

The MEMBER further states by way of signature, that I have signed this Agreement of my own free act.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT AND AGREE TO BE BOUND BY IT.

MEMBER Signature _____ Date _____

CAP Representative/Witness (Name) _____

Signature _____ Date _____