

**MARINA HILLS PLANNED COMMUNITY ASSOCIATION
WAIVER AND RELEASE OF LIABILITY RE SERVICE OF ALCOHOL**

Applicant _____, who has applied to rent the Recreational Facilities on _____, hereby waives, releases, discharges, and agrees to hold harmless Marina Hills Planned Community Association (“Association”), and its/their directors, officers, members, servants, attorneys, managing agent and/or other agents, from and against any and all claims, demands, expenses, liabilities, disputes, rights, remedies, and causes of action of every kind and nature whatsoever, including attorney’s fees (hereinafter collectively “Claims”) which Applicant or any of Applicant’s invitees, guests, attendees, or any minor children for whom Applicant has the capacity to contract, may have, or which may hereafter accrue, including to his/her/their respective heirs and assigns, arising from, or related to the service of alcohol at the event to be held by Applicant at the Association’s Recreational Facility/Facilities without the use or service of a bartender(s).

Applicant agrees to indemnify and defend Association, and its directors, officers, members, staff, employees, servants, attorneys or agents, from and against any and all Claims, which may hereafter accrue, including Claims by respective heirs and assigns, arising from, or related to, the service of alcohol at the event. Applicant agrees to pay Association in full and promptly upon demand for any and all loss of and damage to Association’s property caused by, or growing out of, the service of or consumption of alcohol at the event.

Applicant understands that accidents, including serious accidents, may occur due to the service and consumption of alcohol at the event and hereby agrees to assume the risk associated with the service and consumption of alcohol at the event and agrees to release and hold harmless the Association, its employees, directors, officers, members, attorneys and agents from any Claims which may arise from the aforementioned activities and service/consumption of alcohol, even though a Claim may arise out of the negligence or carelessness on the part of the Association, its employees, directors, officers, members, attorneys or agents.

Applicant further understands and agrees that alcoholic beverages are not to be served to anyone under the age of twenty-one (21). Alcohol consumption by minors is against the law and thus strictly prohibited at any event held on the Association’s property. Applicant agrees to not provide alcohol to any guests or invitees that are under 21 years old. It is further understood that the terms of this Waiver and Release Agreement are to be binding on the undersigned’s respective successors, heirs and assigns.

Name (Please Print)

Signature

Address

Date