

**RELEASE OF PERSONAL LIABILITY AND DAMAGE WAIVER
("RELEASE AND WAIVER")**

I, _____, waive, release and discharge Forest by the Sea Homeowners/Lagoon Boatowners Association, Inc., ("FBTS") its officers, members, and employees from any claims, demands, costs, causes of action or damage as a result of personal injury and/or property damage sustained by myself during the period of time that I have my boat moored in Slip #_____ at FBTS. I agree to be responsible for and hold FBTS harmless for any injury of damage to any relative or guest of mine. This Release and Waiver shall be binding on my heirs, executors, assigns, representatives and estate.

I understand that FBTS has made no representation about the depth of water at Slip #_____ during any of the tides. I accept full responsibility for determining whether sufficient water exists for my boat and for any damage that occurs because of insufficient water for my boat.

I agree that I will be fully responsible for any damage done to FBTS property or to the property of any FBTS member.

Dated this the ____ day of _____, 20__.

Boat Owner

Witness
