

FAIRFAX YACHT CLUB

Release, Assumption of Risk, & Covenant Not to Sue and Hold Harmless

The undersigned acknowledges that the Fairfax Yacht Club, Inc. ("FYC") has made available to its unit owners during the boating season of May 1st to October 31st, 2008 a specific area to be reserved for the parking of dinghies, jet skis, and similar types of water sport devices, as well as supporting portable docking mechanisms or platforms, within an unused area of the Club's common element designated by the FYC for such purposes. I also acknowledge that my use of such area is a privilege extended to me by the FYC only for the express purposes thereof and to the extent then allowed by the FYC Board of Directors. I further acknowledge that such use, and the availability of such use is exclusive to the specifically-designated area only (per FYC Rules and Regulations), that such use shall not be in violation of any provision contained in the FYC By-Laws and/or Rules and Regulations, that such use is consistent with the Common Area Usage Policy approved by the FYC Board of Directors.

I further acknowledge that the FYC has made no express or implied representations as to the fitness of the area for such purposes, has not extended or offered any permanent and/or private use of the same to me or any of my guests or licensees, and accepts no responsibility whatsoever for any liability for any and all damage, theft, vandalism, or personal injury occurring during or through the undersigned's use of such area. I also acknowledge, pursuant to FYC By-Laws prohibiting private use of common areas, that any infringement of any members' devices, etc., in such area shall be remedied exclusively through private means by and between such members, and upon formally contacting the infringing party. The undersigned has been advised by the FYC that the use of such reserved area is that of a temporary nature, and I understand that such use, and all of the conditions and restrictions stated herein, may be modified, altered, suspended, or terminated at any time by the FYC Board of Directors, with or without any cause or stated reason, with such discretion being within the exclusive and ultimate province and authority of the FYC and its Board of Directors.

Acknowledging that the undersigned has been advised of the potentially-hazardous nature and stated restrictions of the use of such area, and acknowledging and agreeing to the conditions and restrictions herein, and in consideration of the opportunity provided to me by the FYC Board of Directors to use such area at my own risk, I, _____, for and on behalf of myself, my representatives, predecessors, successors, parents, subsidiaries, affiliates, employees, officers, attorneys, contractors, agents, beneficiaries, heirs, executors, next of kin, spouse, and assigns, do agree as follows:

A. Definitions:

1. The "Agreement" shall refer to this Release, Assumption of Risk, & Covenant Not to Sue and Hold Harmless.
2. "FYC" shall refer to Fairfax Yacht Club, Inc., including its past, present and future employees, officers, directors, principals, subsidiaries, affiliates, associated corporations, agents, partners, contractors, volunteers, representatives, predecessors, heirs, legal representatives, successors, and assigns.
3. "Area" shall refer to the specific portion of the common area indivisibly owned by the members of Fairfax Yacht Club, Inc., and reserved for the parking of jet skis, dinghies, and similar types of water sport devices.
4. "Injury" shall refer to personal injury, bodily injury, death, property damage, and any other personal, financial, or any other loss whatsoever sustained by me that in any way results from, or is connected with, such entry.

B. Acknowledgements:

1. I am a legal owner with interest in Fairfax Yacht Club and a member in good standing.
2. I am at least 18 years of age and otherwise competent to sign this Agreement.
3. I acknowledge and agree to all of the representations made by the FYC in this Agreement, and I acknowledge and agree to adhere to the all conditions and restrictions presented in this Agreement, as well as all applicable provisions contained in the FYC By-Laws and Rules and Regulations, respectively, as well as all other

restrictions placed upon the use of said Area by the FYC Board of Directors, as well as acknowledging the inherently-hazardous nature of the Area subject to this Agreement.

4. I have not been coerced in any manner to enter and/or use said Area, I am not suffering from any illness, condition, or physical disability that would affect my ability to safely enter and/or use said Area, and such entry is a result of my voluntary action.

C. Release, Assumption of Risk, & Covenant Not to Sue and Hold Harmless:

I desire to enter and use such FYC Area. To do so, I voluntarily agree to the following:

1. I release, waive, and discharge FYC to the full extent allowed by law, from any and all liability, claims, demands, or causes of action for injury, however caused, even if caused by the negligence, in whole or in part and in any form, of FYC.
2. I expressly and voluntarily assume all risk of injury, to the full extent allowed by law, however caused, even if caused by the negligence, in whole or in part and in any form, of FYC.
3. I will not sue or make a claim against FYC for Injury and, if I violate this agreement by filing such a suit or making such a claim, I will pay all attorney's fees and costs of FYC.
4. I will defend, indemnify, and hold harmless FYC absolutely from any and all claims, judgments and costs, including attorney's fees (to the limited extent that the defense and indemnity are not otherwise covered by collectible liability insurance), in the event that someone suffers personal injury, bodily injury, death, or property damage as a result of my negligence, gross negligence, willful misconduct, or other tortious action in connection with such entry and/or use of said Area.

D. Termination, Applicable Law and Severability:

1. I agree that this Agreement will apply specifically only to such entry and/or use of such Area and may only be terminated by me in writing and transmitted to the FYC Board of Directors. I also understand that this Agreement will be in full force and effect for any and all such times as I may enter and/or use such area, and is of a continuing nature.
2. I understand that this Agreement is a contract. I agree that this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. All disputes arising under, in connection with or incident to this Agreement shall be litigated, if at all, in the Circuit Court of Fairfax County, Virginia.
3. This Agreement is intended to be as broad and inclusive as is permitted by law. If any part, article, paragraph, sentence or clause of this Agreement shall be deemed unenforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.
4. When the context so requires within this Agreement, the singular shall include the plural, and the plural shall include the singular.

I HAVE READ THIS DOCUMENT, I UNDERSTAND ALL OF THE PROVISIONS CONTAINED HEREIN, AND I ACKNOWLEDGE AND AGREE THAT IT CONSTITUTES A LEGAL CONTRACT, AND A FULL AND COMPLETE RELEASE OF LIABILITY AND A WAIVER OF MY LEGAL RIGHTS. I ALSO AGREE TO ASSUME ALL RISKS ARISING OUT OF MY ENTRY AND/OR USE OF THE AREA SUBJECT TO THIS AGREEMENT.

(Signature)

(Signature)

(Date)

(Witness)

(Date)

This contract does not extend to renters without specific approval in writing from the Board of Directors. This contract is terminated on November 1st, 2008.