

Discover Bay RV Resort

USE OF SHOP TOOLS – OPERATOR RELEASE

THIS RELEASE IS MADE by _____ “operator”.
(Please print)

In consideration of being permitted to use the tools owned by or donated to Discovery Bay Leaseholders Association (the “Association”) and for other good and valuable consideration, the receipt and sufficiency of which the operator heirs and assigns, hereby forever releases, waives, and discharges the Association, its members, Board of Directors, officers, and employees from all liability to Operator, his/her spouse, legal representative, heirs, and assigns for any and all loss or damage, and any claims or damages resulting therefrom, on account of injury to Operator’s person or property, even injury resulting in death of Operator, whether caused by the active or passive negligence of the Association or otherwise, while Operator is participating in the use of all tools including cleaning, repairing and storing.

Operator realizes that using any tools may entail risks including but not limited to: loss or damage to personal property, injury or dismemberment due to malfunction or improper use of the equipment, death or blindness due to malfunction or improper use of the equipment, electrical shock due to improper grounding of the equipment or the presence of water in the crafts area whether due to the active or passive negligence of the Association or otherwise.

Operator agrees to indemnify, defend and hold harmless Association from any and all actions, causes of actions, claims, judgments, loss, liability, damage or cost (including attorney’s fees) it may incur due to the presence of Operator in or around the crafts area or which result from Operator’s use of the tools, whether due to the active or passive negligence of Association or otherwise.

Operator realizes that the access to tools is provided solely for recreational purposes and hereby further releases and indemnifies trainers and other hobbyists from any and all claims or liability in connection with the use of the tools.

Operator expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of Washington, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF, Operator has executed this release, dated _____.

Operator Signature

Witness

Operator’s Permanent Street Address

Operator’s Permanent City, State and Zip Code