



BOAT LIFT RULES OF OPERATION

1. You are not permitted to operate lift unless you have attended and completed the Waterlefe Boat Lift School and have signed and returned the executed Waterlefe Boat Lift Release Form to the Waterlefe Homeowners Association prior to operating the Boat Lift.
2. You must be a Waterlefe homeowner or resident to operate the lift.
3. As a residential boat lift and an amenity for which residents have access to the Manatee River, the hours of operation are at the discretion of the resident. There will be times in which a resident may want to exit or enter the community using the lift at any hour. We would ask that any resident wanting to use the boat lift be cognizant of those residents who live close to the boat lift.
4. The minimum age to operate is 17 years.
5. You must never operate the lift while under the influence of alcohol or drugs.
6. No one is permitted to be in the vessel while the vessel is in the lift; either lifting, lowering or traveling.
7. Never attempt to lift more than the posted weight (18,000 lbs. maximum).
8. Consult with the manufacturer of your vessel for proper sling placement before using lift.
9. No maintenance of any type is to be done on vessel while in the lift.
10. All persons must stand away from lift while the lift is in operation.
11. Always leave straps out of the water after each use.
12. Operation is on a first-come first-serve basis; therefore, wait your turn if someone is in front of you to use the lift.
13. Use good judgment in the operation of the lift. Avoid use during electrical storms.
14. Any violations of these rules may result in loss of use of the boat lift and/or fine.
15. Please - NO WAKE inside the community or in and around the marina.
16. You agree to return the key issue you for the boat lift should you sell your house; the key and use of the boat lift is non-transferable.

Signature

Address

Date



BOAT LIFT

GENERAL RELEASE, WAIVER & DISCLAIMER OF LIABILITY

IN CONSIDERATION for the use of the Boat Lift facility, equipment, programs, classes and premises (collectively, the "Boat Lift) located in the community commonly known as the Waterlefe Golf and River Club Community (hereinafter "Waterlefe"), and the Waterlefe Master Property Owners' Association, Inc., a Florida not-for-profit corporation (the "Association"), the Undersigned does hereby release, waive, disclaim and forever discharge and hold harmless the Association and its , directors, officers, employees, agents, members, successors, and assigns (collectively, the "Waterlefe Personnel") of and from any and all actions, causes of action, suits, controversies, claims, torts, breaches of duty, negligence, demands, damages, judgments, executions, warranties or representations whatsoever, in law or in equity for or by reason of any injury to person or property, including injuries resulting in the death of the Undersigned that arises from or relates to the Undersigned's use of the Boat Lift, and notwithstanding the fact that such damage, loss, or injury may have been caused solely or in part by the negligence of the Association and/or Waterlefe Personnel.

The Undersigned on behalf of the Undersigned and the Undersigned's personal representatives, successors, heirs or assigns acknowledges that there are risks, known and unknown, associated with the use of the Boat Lift and that the Undersigned VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, loss of personal property which may occur, directly or indirectly, while using or as a result of having used the Boat Lift and/or the use, maintenance and/or operation thereof.

This release, waiver and disclaimer specifically includes, but is not limited to, any and all claims, known and unknown, which may arise as a result of (a) negligence on the part of any or all of the Waterlefe Personnel, (b) a structural or mechanical failure, break or malfunction of the Boat Lift in any manner for any reason, (c) lack or improper maintenance of the Boat Lift, (d) negligent, improper and/or incorrect supervision or instruction and (e) slipping or falling by the Undersigned for any reason while using the Boat Lift. The General Release, Waiver and Disclaimer of Liability shall be binding upon the Undersigned, the Undersigned's heirs, personal administrators, executors and assigns.

I HAVE READ THE FOREGOING ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT, BY SIGNING THIS DOCUMENT, I MAY BE WAIVING VALUABLE LEGAL RIGHTS. I ACKNOWLEDGE AND SWEAR THAT I HAVE REACHED THE AGE OF MAJORITY AND, THEREFORE, AM ABLE TO ENTER INTO THIS AGREEMENT.

Signature

Address

Date

Waterlefe Golf & River Club ♦ 995 Fish Hook Cove ♦ Bradenton FL 34212 ♦ 941-747-6898



This General Release, Waiver and Disclaimer of Liability constitutes the sole and entire agreement between the parties and supersedes any other prior or contemporaneous oral or written communications or understandings between the parties. The Undersigned has had the opportunity to seek legal advice prior to signing. This agreement shall be interpreted pursuant to the laws of the State of Florida. The sole and exclusive venue for resolving any disputes over this agreement shall be the Circuit Court of Sarasota County, Florida.

I have read and understood this General Release, Waiver and Disclaimer of Liability this _____ day of _____, 20_____.

Member:

Signature: _____

Printed Name: _____

Address: _____

Emergency Contact:

Name: _____

Phone Number: _____

SIGNED, SEALED, AND DELIVERED

In the presence of:

Witness: _____

Print Name: _____

Position: _____