

**FIREFLY LODGE CONDOMINIUMS**  
**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

IN CONSIDERATION for being permitted to enter the Firefly Lodge Condominiums and the community of Firefly Cove for vacation rental purposes, the undersigned, for himself/herself, his/her personal representatives, guests, children, heirs, and next of kin, acknowledges, agrees, and represents that he/she has or will immediately upon entering, and will continuously thereafter, thoroughly inspect such areas and his/her continued presence constitutes an acknowledgement that he/she has inspected the condominium, pool and pool deck, dock and dock area and the balance of the Firefly Cove property and that he/she finds and accepts such areas as being safe and reasonably suited for the purposes of his/her use. He/she further agrees and warrants that if, at any time after entry, he/she finds anything to be unsafe or not reasonably suited, he/she and all guests and children will immediately leave the unsafe area and notify the appropriate parties.

The undersigned hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Firefly Cove Property Owners Association, Inc. or the Firefly Lodge Condominium Association, Inc. or any of the officers, members, corporate representatives, managers, directors, employees, owners and lessees of the Firefly Lodge Condominiums and Firefly Cove Property Owners Association, all for the purposes herein being collectively referred to as "released parties," from all liability to the undersigned, guests, children, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand therefore on account of injury to the person(s) or property or resulting in death of the undersigned or guests or children, whether caused by the negligence of the released parties or otherwise while in or upon any part of Firefly Cove.

The undersigned hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the released parties and each of them from any loss, liability, damage, or cost they may incur due to their presence in or upon Firefly Cove and whether caused by the negligence of the released parties or otherwise.

**WARNING:** Use of the lake, kayaks, swimming pool, grills, fire pits and/or fireplaces carry risks that may result in serious injury or death, and unsupervised use by children is prohibited. All persons must wear life vests (not provided) when in or around the lake. Elderly persons, pregnant women, young children (including infants) and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar health issues should not enter the pool or lake alone and without consulting their physician. Never enter the pool or lake, or use the kayaks, while under the influence of drugs or alcohol. Children must be supervised at all time to decrease risk of injury or drowning.

The undersigned hereby ASSUMES FULL PERSONAL RESPONSIBILITY FOR RISK OF BODILY INJURY, PROPERTY DAMAGE OR DEATH due to the negligence of the released parties or otherwise while in or upon Firefly Cove. The undersigned also represents, warrants and certifies that he/she and their guests have adequate insurance to cover any injury, illness or damage that may be caused or suffered while in or upon Firefly Cove, or else agrees to bear the costs of such damage or injury. The undersigned further states that he/she and their children and guests have no medical conditions which would interfere with the use of the pool, lake, kayaks, or hiking, climbing stairs, etc. or else assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition and expressly acknowledges such physical activities are dangerous and involve the risk of serious injury, death or property damage. The undersigned further expressly agrees that the foregoing releases, waivers and indemnities are intended to be as broad and inclusive as is permitted under North Carolina law and that if any provision is held invalid, it is agreed that the balance of this Agreement shall, notwithstanding, continue in full legal force and effect.

Any dispute, controversy or claim arising out of or related to this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association. The place of such arbitration shall be determined by the Board of Directors of the Firefly Cove Property Owners Association.

THE UNDERSIGNED HAS READ, UNDERSTANDS THE RISKS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Print Name: \_\_\_\_\_

Unit Rented: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Signature of Rental Agent: \_\_\_\_\_ Date: \_\_\_\_\_