



**Recreational Facilities Usage and Day Trip  
 Waiver and Release Agreement**

In consideration of my being permitted to use the Facilities and/or participate in any LBCHA Day Trip, as the case may be, I agree to release Lake Barrington Community Homeowners Association ("LBCHA"), its members, officers, directors, employees, insurers, and agents (and the successors and assigns of each of them) and any of them, from and against all claims, causes of action, damages, losses, expenses, suits, actions, and judgments (referred to as "Claims"), and waive any Claims which I or my personal representative may have, which in any way relate to my use of LBCHA recreational facilities and activities (collectively referred to as the "Facilities") or which relates to my participation in any LBCHA sponsored Day Trip.

I am aware of the possible risks, dangers and hazards associated with my participation in any Day Trip, and assume and accept all risks arising out of such participation and I agree to be solely responsible for any injury, loss or damage which I might sustain. Participation in any LBCHA Day Trip includes, but is not limited to, travel to and from location(s), including transportation provided by commercial, private and/or public motor vehicles; intoxication and/or alcohol poisoning due to my consumption of alcoholic beverages; possible exertion and injury; and acts of third parties.

The term Facilities shall include the Marina, including all watercraft, such as row boats, paddle boats, pontoon boats, etc.; the Lodge, the fitness center; the swimming pools, including all associated facilities such as whirlpools, saunas, and shower rooms, bike path and the sport courts such as tennis/paddle tennis courts, etc.

This Agreement shall not apply if and to the extent LBCHA is determined to have acted with gross negligence.

I have executed this Waiver and Release Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and it shall remain in full force and effect until I revoke it by providing written notice to the LBCHA office.

Check One:     Unit Owner     Renter     Resident     Guest\*\*

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date of Birth (must be 18 or older)

\_\_\_\_\_  
 Signature (Parent or Guardian if 16-17 yr old)

\_\_\_\_\_  
 LBS Residence Street Address

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

***This Waiver and Release Agreement supersede any prior waivers I have signed.***

Office Use Only:  
 Check # \_\_\_\_\_ Date: \_\_\_\_\_

Lost, Stolen, Confiscated ID (\$25.00 Charge by check only)  
 Check # \_\_\_\_\_ Date: \_\_\_\_\_

If not listed in the Lake Barrington Shores Database as a resident at the above address (or on the "Lake Barrington Shores Purchase Application"), a letter of Responsibility is required for each new person and evidence of residency. Evidence of residency is a copy of the new resident's Driver's License or State Issued ID with the Lake Barrington Shores Address, in which they will be residing, is required.  
 Residents must be at least 16 years of age to receive a Lake Barrington Shores Photo ID. 16 year olds must supply proof of birthdate: Driver's License, Driver's Permit, Birth Certificate, etc. The ID shall expire at age 18.  
 \*\*\*Not eligible for an ID Card. Guests must be accompanied by a resident at all times.

LBS ID CARD # \_\_\_\_\_