

PSW Legacy Industries LLC
(dba Brentwood Marina)

Waiver of Liability and Hold Harmless Agreement
(Must be signed by every tenant)

1. In consideration for receiving permission to enter property of PSW Legacy Industries LLC, dba Brentwood Marina (Formally Rock Slough LLC and Lindquist Landing Marina), and all owned/occupied properties, I/we release, waive, discharge and covenant not to sue the Board of Directors, owners, officers, servants, agents, members, or employees (hereinafter referred to as Releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my guests, or to any property belonging to me, whether caused by the negligence of the releasees or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I/we are fully aware of risks and hazards connected with a marina / commercial business enterprise, and I/we elect to voluntarily enter the property to engage in such activity knowing that the activity may be hazardous to me, my guests, and my property. I/we voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of releasees or otherwise.
3. I/we further agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs, including court cost and attorney fees, that they may incur due to our participation in the activity, whether caused by negligence of releasees or otherwise.
4. It is my/our express intent that this Release and Hold Harmless Agreement shall bind the members of my family, spouse, or domestic partner if I/they am/are alive, and my/theirs heirs assigns and personal representative, if I/they am/are deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above named releasees. I further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California.

In signing this release, I/we acknowledge and represent that I have read the above Waiver and Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral presentations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have set my signature on this _____ day of _____, 20_____.

Tenant 1 Signature

Printed Name

Tenant 2 Signature

Printed Name