

2. I understand that events involving individuals under the age of 21 must be chaperoned by adults over the age of 25. I agree there will be at least one chaperone over the age of 25 for every eight individuals under the age of 21 that are in attendance.
3. I agree and represent that the Facilities will be used for lawful purposes only and that if any conduct at the event I am sponsoring violates federal, state, or local laws or ordinances or violates the Association's Declarations, Bylaws, or Rules and Regulations, my rights to use the Facilities under this Agreement shall terminate and all security deposits and rental fees will be forfeited.
4. The Association shall have the right to inspect the Facilities at any time during my event and take possession of the Facilities and instruct my guests to leave, in the sole discretion of the Association.
5. I understand that it is my obligation to insure that the guests attending my event are made aware of the terms, conditions, rules and policies regarding use of the Facilities. I understand that it is my obligation to supervise my guests and to immediately take action should I observe any dangerous behavior or condition.
6. I understand that the Town of Cary has a noise ordinance which will be enforced. Bands and DJ's, and any associated equipment and amplification, are only permitted inside the Clubhouse building itself, and are not permitted on the deck or surrounding grounds. Noise levels cannot exceed 60 dB before 9:00PM and cannot exceed 50dB after 9:00PM.
7. I understand that the Association is not responsible for any injury or loss of property suffered by myself or any guest attending my event and utilizing the Facilities, including injuries or claims resulting from the ordinary negligence of the Association or its agents, managers, representatives, directors, officers, successors or assigns.
8. **In consideration of permission granted to utilize the Facilities for my event, I assume all responsibility, risks, liabilities and hazards incidental to the use of the Facilities (including, but not limited to, the serving of alcoholic beverages) and hereby release and forever discharge Lochmere Association, Inc. and its agents, managers, representatives, directors, officers, successors, assigns, and any and all other associated entities or individuals (collectively, "Released Parties") from any and all loss, claim, injury, demand, liability, damage, action, judgment, compensation, cost or expense of whatever nature, including, but not limited to, claims for property damage, personal injury, or death, whether or not any negligence or breach of duty by any of the Released Parties is alleged to have contributed thereto, in whole or in part, when such injury or damage shall result from, arise out of, or be attributable in any way to the use of the Facilities.**
9. **I further agree to indemnify and hold harmless Lochmere Association, Inc. and the Released Parties from any and all property damage, personal injury, death or other claim arising out of or in any way related to the use of the Facilities by myself, my family members, employees, agents, servants, guests or invitees, whether or not any negligence or breach of duty by any of the Released Parties is alleged to have contributed thereto, in whole or in part.**
10. I understand that this release and indemnification agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect.
11. I have read the entirety of this Agreement, including the release and indemnification provisions above, and understand all of its terms and execute it voluntarily and with full knowledge of its significance.

RENTER

Signature: _____

Printed Name: _____

Date: _____

ASSOCIATION

Approved By: _____

Date: _____