

# Top O' The Ridge Waiver of Liability 2014 Lease Addendum

I \_\_\_\_\_ (Lessee or Guest) assume full responsibility and liability for all persons using the facilities and amenities at Top O' The Ridge (140 Northern Neck Road, Mount Desert, Maine), including, but not limited to, the building premises, access to the waterfront, private dock, float, canoe and mooring provided by Bianchi Realty Trust (Lessor) during our stay at the Top O' the Ridge. The Lessee or Guest understands and acknowledges that by using the facilities at Top O' the Ridge or allowing other persons to use those facilities, he/she/they is/are assuming the risk of injury, loss, damages, or death.

- I understand that the access stairs to the waterfront vary in tread height and depth in various sections of the water access, and I, for myself and all of my guests, agree to exercise appropriate care and caution when using them.
- I agree to ensure that all children and other non-swimmers or physically "at risk" individuals are supervised by an adult capable of rescuing them while they are near or on the waterfront. I understand that the dock system is not visible from the deck and agree that supervising the safe use of the dock must be performed from the dock.
- I agree to ensure that all persons using the canoe(s) shall wear U.S. coast guard approved life vests and follow safe boating guidelines while using the canoe. I accept all liability and responsibility for the safety of all persons using the canoe, especially children.
- I agree to monitor and ensure the safe use of the stairways, decks, dock, bath areas, Jacuzzi tubs, loft areas, furniture near electric heaters, chiminea, and use of all potentially dangerous appliances by all occupants, guests, and especially by children, during my stay at Top O' the Ridge.
- I understand that some decks and dock surfaces are constructed of pressure treated wood that does splinter and can cause injury if walked on with bare feet; therefore shoes are highly recommended when walking on wood decking. Water shoes are recommended for swimming and walking safely on lake bottom rocks.
- I agree not to grill on or under decks or in areas where grilling could present a fire hazard or damage the decking. I agree to shut off the propane grill at the tank and burner valves after each use. I agree to use the chiminea on the dedicated stone patio only supervised by adults. I will use extreme care using the chiminea and realize that touching the housing once a fire is lit can result in severe burns.

As part of the consideration for leasing Top O' the Ridge, I agree not hold the Lessor, Bianchi Realty Trust, its trustees, beneficiaries, agents, and/or assigns responsible for any claims, damages, losses or injury to myself, family member, guests, and personal possessions while staying at Top O the Ridge. I understand that the alarm systems stickers do not imply any security system performance or warrantee.

Furthermore, the lessee or guest agree that they waive all rights to file any complaints, lawsuits, or charges against the Lessor, Bianchi Realty Trust, its trustees, beneficiaries, agents, and assigns and the lessee(s) agrees to hold harmless and pay for all Lessor attorney fees required to defend against such actions. The lessee agrees that all adult guests have been disclosed and have signed this agreement.

Should any of the language in this agreement be determined to have limitations on this waiver of liability, that portion of the agreement will be interpreted to have the maximum limitation of liability to the Lessor and related parties. In the event that any portion of this agreement is deemed to be unenforceable, only that portion of the agreement shall become unenforceable and the remainder of the agreement shall remain enforceable.

This agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts and the Superior Court, Middlesex County, Massachusetts, shall have exclusive jurisdiction for any lawsuit arising from the lessee(s) use of Top O' the Ridge. This agreement may be signed on any number of identical counterparts, such as a faxed copy or scan, with the same binding effect as if the signatures were on one instrument. Original, scanned, or faxed signatures are binding.

**All parties agree that they have read and fully understand the terms of this agreement, and where necessary, have reviewed the language in this waiver of liability agreement with an attorney to ensure that they fully understand the agreement.**

\_\_\_\_\_  
Name1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name2

\_\_\_\_\_  
Date

*Raimond Bianchi*  
*Trustee, Bianchi Realty Trust*

Raimond Bianchi, Trustee, Bianchi Realty Trust

\_\_\_\_\_  
Date