

**WAIVER AND RELEASE OF LIABILITY  
ACKNOWLEDGEMENT OF RISK  
ASSUMPTION OF RISK AND LIABILITY**

**Seabrook Island Property Owners Association (SIPOA)**

**PROPERTY OWNER/RESIDENT REMAINING IN PROPERTY**

***“Hazardous Weather Event”*: [insert name of storm]**

**THE UNDERSIGNED ACKNOWLEDGES AND AGREES AS SET FORTH HEREIN:**

Based on the information herein, and in addition to all of the other representations, acknowledgments, assumptions, waivers, releases and agreements contained herein, **I HEREBY WAIVE AND RELEASE ALL CLAIMS** against SIPOA, its Board of Directors, employees, security force, insurers, first responders or others acting through or at the direction of SIPOA (the **“Released Parties”**) with respect to any and all injury, disability, death, and/or loss and/or damage to person and/or property, occurring during or arising out of the **HAZARDOUS WEATHER EVENT**, whether caused by the negligence of third parties, the Released Parties or otherwise, except that which is the result of gross negligence or willful misconduct of the Released Parties, and also **WAIVE ANY AND ALL DUTY OF THE RELEASED PARTIES TO WARN AND/OR PROTECT ME** of any and all dangers arising out of the Hazardous Weather Event, whether hidden, open, obvious or otherwise, whether or not Released Parties know of, has reason to know of, and/or could reasonably discover, such dangers.

**I KNOWINGLY AND FREELY ASSUME ALL RISKS** connected with and/or arising out of the **HAZARDOUS WEATHER EVENT**, both known and unknown, even if arising from the negligence of the released parties or third parties.

1. I/we am/are a property owner(s) (PO) with a residence situated on real property located on Seabrook Island, South Carolina, a private community (“my property”). My/our name(s), property address, local telephone number and signature appear at the bottom of this document, along with the date on which I/we signed the document. (Note: from this point forward, the use of the term “I,” “me,” or “my”, will refer to each property owner, individually and jointly.)
2. I acknowledge that the Seabrook Island Property Owners Association (SIPOA), acting through its Board of Directors, has the authority to make certain policies, rules and regulations that govern the conduct of property owners and guests on Seabrook Island, including the authority to make certain policy and issue rules and regulations concerning

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the safety and security of the facilities, residence and structures within the Seabrook Island development property.

3. **I am signing this document because I am electing to remain in my property** even though a Declaration of State of Emergency (“Declaration”) has been ordered by the Governor of South Carolina because of an imminent threat to health and safety due to the Hazardous Weather Event. **I am aware of the Governor’s Declaration.**
4. I have been advised by SIPOA representatives, including but not limited to the Board of Directors of SIPOA, that it could be unsafe to remain in my residence or anywhere else on Seabrook Island until the Governor has lifted the Declaration **and** the proper authorities (including but not limited to the authorized representatives of the Town of Seabrook Island and the State of South Carolina) have determined, based on inspections that they have been able to perform or which have been performed at their request, that it is safe to return to my property.
5. I have also been advised by SIPOA representatives that the reasons why it could be unsafe to remain in my residence during this potentially catastrophic weather event include but are not limited to the following:
  - a. There will in all probability be a loss of electric power for an undetermined and currently undeterminable period of time; and
  - b. It is highly likely that there will be a lack of drinkable water; and
  - c. It is highly likely that sanitary facilities will be damaged, unavailable or unusable; and
  - d. There will be no temporary shelter facilities or food on Seabrook Island from any source; and
  - e. My residence is likely to experience physical damage from flood, wind, rains and other sources, that may cause structural or mechanical failures that could cause or contribute to fire, collapse or other sources of potentially severe personal injury or death to me, to first responders and other rescuers, and to other occupants; and

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- f. There will likely be periods during which there will be no cellular or land line telephone service, no internet service, and no other way of communicating with others; and
  - g. There will be no first responders (police, fire, medical or other emergency services, SIPOA Security Forces, ambulances), throughout the emergency period and for some time after the weather event clears, so that I will likely not be able to be evacuated or obtain emergency treatment or services or protection throughout this period and might be exposed to potential criminal activity; and
  - h. Possibly impassable road conditions may well make leaving my property impossible or hazardous once the weather event strikes, again increasing my personal risk should injury occur, and making rescue or the providing of emergency services (including fire-fighting equipment) both difficult if not impossible to provide, or place emergency responders at significant risk of harm or loss of equipment, even if otherwise potentially available; and
  - i. That my presence could hamper debris removal and clearing operations on Seabrook Island, thus delaying restoring Seabrook Island to a safer condition.
6. I have further been advised, at the direction of the SIPOA Board of Directors, that if I choose to remain in my property, my decision will be against the advice and considered opinion of the Board of Directors as well as the responsible officials of the Town of Seabrook Island and the State of South Carolina, and that by remaining against this advice and opinion, I, on behalf of myself and all others who may be residing with me or who are under my care, will be assuming, and do assume, all risk of injury and illness, including death, and the risk of harm to myself and others (including emergency responders), by attempting to remain in my property and attempting to resume residence there when it is unsafe to do so.
7. In addition, by remaining in my property against the advice described above, I understand and agree that SIPOA, its Board of Directors, employees, security force, insurers, first responders and have assumed no duty for my safety or security or any potential bodily harm, personal injury or death, or property damage, that may come to my property, to me or to any persons under my care or control because of my decision to remain against the SIPOA Board’s advice.

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8. I also understand and agree that, should I or any other person who may be residing with me or who are under my care, be injured or die because of any event that resulted from my decision to remain in my property against the SIPOA Board’s advice, I will have no recourse or cause of action against SIPOA, its Board of Directors, employees, security force, insurers, first responders or others acting through or at the direction of SIPOA, other than for gross negligence or willful misconduct.
  
9. I also understand that if I refuse to sign this document, the SIPOA representative who is presenting this document to me will memorialize the fact that I refused to sign after having the document presented to me and after offering to answer any questions I had about the document.

I HAVE SIGNED THIS DOCUMENT, CONSISTING OF THIS PAGE AND THREE OTHER PAGES, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, as my free act and deed, without coercion or duress, in the presence of a SIPOA Security Force officer or other designated SIPOA representative.

**Seabrook Island Property Address:** \_\_\_\_\_

**PROPERTY OWNER(S)/RESIDENTS:**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Name / Title of Witness

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Name / Title of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Name / Title of Witness

**CERTIFICATION OF WITNESS IN THE EVENT THAT THE PROPERTY OWNER/RESIDENT  
REFUSES TO EXECUTE THE DOCUMENT**

I, \_\_\_\_\_, acting in my capacity as \_\_\_\_\_ on behalf of the Seabrook Island Property Owners Association, have presented the foregoing Acknowledgment of Risk and Assumption of Risk and Liability Waiver to the Property Owner/Resident listed above, and the Property Owner/Resident refused to execute the document. I left a copy of this document with the Property Owner/Resident.

Dated: \_\_\_\_\_ Time: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notifying Official

\_\_\_\_\_  
Position or Title of Notifying Official

\_\_\_\_\_  
Printed name of Notifying Official

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