

HORIZONS MARINA DISTRICT HOMEOWNERS ASSOCIATION
GENERAL RELEASE FOR USE OF PLUMBING CRASH CART

This General Release dated _____, 2022, (“Release”) is executed by the undersigned, _____ (“Releasor”), who represents and warrants that he or she is the owner of _____ Front Street # _____, San Diego, CA 92101 (the “Unit”) in the Horizons Marina district development and that he or she executes this Release on behalf of himself or herself as owner of the subject Unit. The Horizons Marina District Homeowners Association (“Association”) is the community association for the development.

The Association has purchased a plumbing *crash cart* that is intended to help with plumbing leaks on an emergency type basis or otherwise by using cameras and snakes to both document and clear plumbing issues in the plumbing lines for Horizons Marina district. The *crash cart* is to be used by the Association’s building engineers in order to diagnose and treat plumbing issues on a more expedient and cost effective basis than calling an outside plumber. The concept being that the quick reaction time by the building engineers will minimize both cost and the scope of water leaks as opposed to waiting for an outside plumber in all instances of water leaks. The Association is willing to offer this emergency response and service in exchange for each owner releasing the Association, the building engineer (CMD Urban Maint. dba City Mark Building Services), and management from any liability via this Release.

In consideration of the foregoing services as well as the mutual promises contained herein, Releasor, for and on behalf of Releasor and his/her executors, administrators, successors, heirs, co-owners, and assigns, generally release, acquit, hold harmless and forever discharge fully the Association, including but not limited to its agents, attorneys, management company, City Mark Building Services, employees, successors, assigns, heirs, executors, administrators, officers, directors, members, shareholder, indemnitors, and insurers from any, all and every claim, action, cause of action, demand, right, damages, real or personal property damage, personal injury, liens, costs, loss of services or use, expenses, compensation and liability of whatever kind and nature, whether in law or equity, of any nature or kind and foreseen and unforeseen injuries arising out of or in any way a consequence thereof resulting from damage or injury to the Unit occupied by Releasor or his/her personal property that may be caused by the use of the *crash cart* equipment on Releasor’s Unit to diagnose or address any plumbing related issues.

The release, discharge and hold harmless provided herein shall apply to all such claims set forth above stemming from use of the plumbing *crash cart* whether such claims are known, or unknown and such injuries are anticipated or unanticipated, disclosed or undisclosed. To that end, it is expressly understood and agreed to by the Releasor that the Releasor represents and warrants that the Releasor understands and does hereby waive all rights and benefits which it has now or in the future may have and by virtue of the terms of State of California *Civil Code § 1542*, which section that is hereby being expressly waived by Releasor and which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.”

It is understood and agreed that this Release represents a compromise of disputed and doubtful claims and has been made to resolve a dispute without any admission of liability or wrongdoing whatsoever by the Association.

The compromise of the potential property injury, and liability claims which are the subject of this Release have been made in good faith and in full recognition of the implications of such settlement and there are no other considerations or agreements whatsoever with respect to this Release other than as set forth in this Release.

Neither the Releasor nor the Association shall be deemed to have been the drafter of this Release or of any of the particular provisions hereof and no part of this Release shall be construed against the Association.

This Release shall be controlled by and interpreted according to the laws of the State of California. The invalidity or unenforceability of any provision of this Release shall in no way effect the validity or enforceability of any other provision or the remainder of this Release.

Releasor further represents that no other person needs to sign this Release on behalf of the subject Unit in order to make it final and binding.

This Release contains the entire terms and conditions of the Release given by Releasor with respect to the matters set forth herein. This Release may be modified, amended, supplemented or extended only by a written instrument signed by the Parties.

RELEASOR

Dated: _____

By: _____

ASSOCIATION

Dated: _____

By: _____
_____(Title)