

Pine Mountain Club Property Owner's Association
Waiver and Release of Liability and Indemnity Agreement

in consideration of access to any of the facilities of Pine Mountain Club Property Owner's Association, ("Association") for the purpose indicated in Section 8. Below, the undersigned; for himself, his representative, heirs and successors, hereby acknowledges, agrees and represents to the Association, as follows:

1. The undersigned has inspected such premises, facilities and equipment and has determined that such premises, facilities and equipment are safe and reasonably suited for the purpose(s) set forth below.
2. The undersigned releases the Association, personal property and Pine Mountain Club Property Owner's Association and its members, directors, officers, employees and agents ("Releasees") and such Releasees personal representatives, assigns, successors and assigns any and all claims for damage to personal property or injury or even death to a person regardless of whether said claim, loss or damage or death is caused the negligence of the Releasees.
3. The undersigned agrees to indemnify, save and hold harmless the Releasees and each of them, from any loss, liability, damage or claim that the releases may incur do to the presence of the undersigned, his guest or invitees in, on or about the Association's property.
4. The undersigned further expressly agrees that the releases and indemnities herein contained shall be construed as broadly as permitted by California law. If any portion of this Agreement is held by a court of competent jurisdiction to be held invalid, the balance of the Agreement shall continue in full force and effect.
5. The undersigned has read and voluntarily signed this agreement.
6. This Agreement contains the entire Agreement and understanding of the parties with respect to the waiver, release of liability and indemnity and no prior contemporaneous or subsequent agreements or representations shall modify this Agreement.
7. **Purpose:** Aerobics, Water Aerobics, Stretch, Yogilates, Country Line Dance, Ball Room Dance, Yoga, Circuit and all classes which utilize the Pine Mountain Club fitness and dance class punch card, including walk-ins,
[] **Initial here**

Or other purpose: _____ [] **Initial here**

I have read this Agreement. I understand that it releases and waives any claims I have against the Association and agree to its contents.

APPLICANT:

PRINT LAST NAME: _____ FIRST NAME: _____

Signature of Applicant: _____ Date: _____

Signature of Parent or Guardian (if applicant is under 18):

Guardian: _____ Signature: _____ Date: _____