INDIAN PALMS COUNTRY CLUB ASSOCIATION

LIFESTYLE CENTER

ASSUMPTION OF RISK, RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENT

(Release of Liability for Adult and Minor Children; Agreement to Indemnify Association for Injuries to Member and Member's Tenants and Guests)

I, _____, am a [circle one] Regular Member/Fee Member who wishes to use the facilities of the Lifestyle Center within the Indian Palms Country Club (the "Facilities"). I hereby affirm that I am in a physical condition to use the Facilities, including the weight room and the weights and the exercise equipment.

1. **Assumption of Risk**. I hereby acknowledge that my use of the Facilities gives rise to risk of bodily injury to myself and other hazards (including damage to or loss of personal property), and I further acknowledge that I knowingly and voluntarily assume the risk of the same.

2. **Release from Liability**. I hereby fully RELEASE, WAIVE and DISCHARGE the Association, its members, directors, officers, representatives, administrators, clubs, agents, partners, employees, attorneys, insurers, successors and assigns (collectively referred to as "Association"), FROM ANY AND ALL LIABILITY based on, arising out of or occurring in connection with my or my minor children's use of the Facilities or the Association's provision of the Facilities. For purposes of this Agreement, the term LIABILITY shall refer to and include all past, present or future claims, damages, actions and causes of action, of whatever kind or nature, including, but not limited to, claims based on the active or passive negligence of Association, including wrongful death and other claims that may be filed on behalf of or for myself.

3. **Indemnity**. (a) I hereby agree to INDEMNIFY and HOLD HARMLESS the Association, its members, directors, officers, representatives, administrators, clubs, agents, partners, employees, attorneys, insurers, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES based on, arising out of or in connection with my use of the Facilities.

(b) I hereby further agree to INDEMNIFY and HOLD HARMLESS the Association, its members, directors, officers, representatives, administrators, clubs, agents, partners, employees, attorneys, insurers, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES based on, arising out of or in connection with the use of the Facilities by my minor children, guests and tenants to whom I have assigned my membership.

4. **Emergency Medical Care.** I give my permission to the Association, its employees, agents and representatives, and/or the person or entity engaged to conduct the Activity, to obtain emergency medical care for me, if considered by them to be necessary. In case of an emergency, the following person(s) should be contacted: _____

Date: _____

_____
(Signature)

_____
(Address)

_____
(Guest/Tenant if Applicable)

_____
(Telephone Number)