

# MEMBER/CHILDREN RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to utilize Park Colony Club ("Swim & Tennis Club") for any use of the services and facilities at the Swim & Tennis Club, included but not limited to the swimming pool, playground, basketball courts, volleyball courts, tennis courts and grounds, the undersigned, for himself or herself and such participating minors ("children") and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering will inspect and carefully consider such premises and facilities. It is further warranted that such entry into Park Colony Club for observation or use of any facilities or equipment or participation in such programs at Park Colony Club constitutes an acknowledgement that such premises and all facilities and equipment thereon and such programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER PARK COLONY CLUB FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AT PARK COLONY CLUB, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE PARK COLONY SWIM & TENNIS CLUB, its elected board members, directors, management, staff, employees, independent contractors from any and all claims, demands, injuries, liabilities, actions, causes of action and from all acts of active or passive negligence, including but not limited to death, bodily injury, mental injury and/or property damage from any event, mishap, accident, loss, damage or injury suffered by the undersigned or such children resulting from or connected with or caused by the use of the services and facilities at the Swim & Tennis Club.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the SWIM & TENNIS CLUB and its elected board members, directors, management, staff, servants, agents, employees and/or independent contractors from any and all claims, losses and liabilities arising from, connected to, and/or arising from the undersigned or such children's use of the services and facilities at Park Colony Swim & Tennis Club, included but not limited to the swimming pool, playground, basketball courts, volleyball courts, tennis courts and grounds.
3. THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN declare and affirm that THE UNDERSIGNED AND SUCH CHILDREN are in good medical and physical condition, and use of the services and facilities at Park Colony Swim & Tennis Club does not pose any danger to the undersigned or such children's health. The undersigned and such children further agree to abide by the rules and regulations of the Swim & Tennis Club, as they now exist or may be amended at the discretion of the Swim & Tennis Club.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

**I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE FOR MYSELF AND SUCH CHILDREN**

DATE: \_\_\_\_\_

Signature of Applicant/Parent/Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature of Applicant/Parent/Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature of Other Adult: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature of Applicant/Grandparent: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature of Applicant/Grandparent: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature of Applicant/Grandparent: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature of Applicant/Grandparent: \_\_\_\_\_ Print Name: \_\_\_\_\_

Child #1 Print Name: \_\_\_\_\_ Child #2 Print Name: \_\_\_\_\_

Child #3 Print Name: \_\_\_\_\_ Child #4 Print Name: \_\_\_\_\_

Child #5 Print Name: \_\_\_\_\_ Child #6 Print Name: \_\_\_\_\_