



WAIVER

SINCE SWIMMING AND BEING IN OR AROUND A SWIMMING POOL MAY BE DANGEROUS, WE REQUIRE ALL MEMBERS, GUESTS, SWIM TEAM MEMBERS, SWIM STUDENTS, AND ANY OF THEIR GUESTS, TO ASSUME ALL RISK AND TO HOLD THE CABANA CLUB HARMLESS FOR INJURY TO THEMSELVES, FAMILY MEMBERS, AND GUESTS, BY SIGNING THIS GENERAL RELEASE AND HOLD HARMLESS AGREEMENT.

CHECK THIS BOX IF YOU DO **NOT** GIVE PERMISSION FOR THE PICTURE OF ANYONE INCLUDED IN THIS MEMBERSHIP TO BE USED IN CLUB PHOTOS THAT MAY BE PUT ON FACEBOOK, IN LOCAL NEWSPAPERS, ON THE CLUB BULLETIN BOARD.

I am 18 or older and (1) am a guest, (2) have voluntarily applied for a regular, proprietary or athletic membership, or (3) have signed up for swimming lessons. I am signing this Application and Waiver on behalf of myself and/or my family (including any children for whom I am the parent, stepparent, guardian or otherwise legally responsible) (hereinafter "Releasers") for the time I/we are at GREENHAVEN '70 CABANA CLUB NORTH, a California corporation (hereinafter the "CLUB").

I am aware that swimming and/or being in or around a swimming pool are hazardous activities. I am aware that some of these hazards include, but are not limited to, drowning, fractures, serious head injuries, brain damage (from lack of oxygen or head injury), electrocution, death, paralysis, injury from chemicals, cuts, bruises, lacerations and infections. I particularly appreciate that many of these injuries can occur suddenly, and without warning. Lifeguards may not always be present, or may be distracted, otherwise involved, or even negligent. Other swimmers or club members may be careless or negligent, and children occasionally may be unattended by their parents. In addition to the risks posed by the pool itself, the risks of ordinary activities (such as walking), may be markedly enhanced by the presence of water or spilled food or liquid that may be elsewhere on the premises.

In consideration of the agreement of the CLUB to permit me, my family members, and our guests to use its premises, I (for myself and on behalf of the other Releasers) waive, release, and forever discharge GREENHAVEN '70 CABANA CLUB NORTH, a California corporation, its employees, agents, members, guests, officers, directors, and affiliates (including the Sacramento Stingrays, a swim team which utilizes the premises) (hereinafter "Releasees"), from any and all liability, claim, loss, cost or expense arising from or attributable in any legal way to any act or omission to act of any such person or organization in connection with recreational swimming, swim lessons, competitive swimming, or other use of the CLUB premises.

I hereby agree for myself and on behalf of the other Releasers that we, our heirs, distributees, guardians, legal representatives, and assigns will not make a claim against, sue, or attach the property of the CLUB for injury or damages resulting from the negligence of Releasees or otherwise as a result of my or my family members' participation in swimming or other activities on CLUB premises.

Child's Name

Signature of Responsible Adult Applicant

Name (Please Print)

Date

In executing this release, Releasers hereby waive all rights and benefits which Releasers have or in the future may have under and by virtue of the items of Section 1542 of the Civil Code of the State of California, which election reads as follows:

A general release does not extend to the 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.

In addition, but only to the extent that I am protected by my own insurance which affords coverage for the liability I hereby assume, I HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD RELEASEES HARMLESS in the event of any claim covered by this release that is made by any family member, our guest(s) or a parent of any child. I understand that this means that I will be responsible to pay all costs and attorneys' fees for defending Releasees against any such claim and for paying any settlement or judgment to resolve any such claim. I agree that the Releasees may be defended by an attorney of its choosing.

The following statements are true, and I understand that the CLUB has relied on them in accepting our application and in giving the undersigned, my family members, and our guests permission to enter the CLUB.

1. I am authorized to execute this release on behalf of Releasers.
2. No oral representations, statements, or inducements apart from the foregoing written agreement have been made.
3. I am fully aware of the risks and hazards inherent in entering upon said premises or in participating in any events in or upon said premises, and hereby voluntarily choose to enter upon said premises and to permit my family members, guests, and any children for whom I am responsible, to enter onto said premises, knowing the present condition of the premises and knowing that said condition may become more hazardous or dangerous (particularly during events at which a large number of people are present), and voluntarily assume all risks of loss, damage, or injury that may be sustained by me, my family members and or guest while in or upon said premises.
4. I am not aware of any physical, mental, or medical condition or handicap that increases the risk of injury from using the premises to myself or my family members OR I have advised the CLUB in writing of all such handicaps or conditions. Should I become aware of such a handicap or condition, I agree to immediately notify the CLUB in writing.
5. I HAVE READ AND VOLUNTARILY SIGNED THIS DOCUMENT.

Witness Signature

Witness Name (Please Print)

Date