

2016 Child/Youth - Waiver of Liability against Club America WMV, Custer 2020, Inc., their Directors or Trustees, officers, employees, volunteers, agents and representatives (Released Parties) and Agreement to Assume Risk

Assumption of Risk:

1. I understand that there are inherent risks of swimming and diving, cardiovascular exercise, weight lifting, weight training and/or body building, and use of a sauna, and I am fully aware of the possibility of mechanical and/or other malfunctions of cardiovascular equipment, weight machines, and/or weights and apparatus, ("equipment"), of potential problems with the temperature and chemical treatment of the pool water, the diving board, the water slide or other pool equipment, of potential malfunctions of the sauna and any other equipment in the facility, such as showers, lockers, hairdryers, and other malfunctions which may not be foreseen.

2. I am also aware of the possibility of injury to my child as a result of the use of the cardiovascular equipment, weight machines, swimming pool, water slide and diving board, sauna, and other equipment on the premises, that such injury can include, but not be limited to, minor injuries such as bruises, scratches, and sprains, major injuries such as eye injuries, back or joint injuries, or catastrophic injuries resulting in paralysis or death.

3. I therefore fully understand, appreciate, and am mindful of the serious consequences which might result due to my child's involvement in activities while at Club America WMV and in consideration of being permitted to use Club America WMV facilities, I voluntarily assume any and all risk of loss, damage or injury of any kind whatsoever from my child's use of any and all of the equipment and facilities of Club America WMV.

Waiver of Liability

1. In further consideration for my child being permitted to use the Club America WMV facilities, I, for my child, and on behalf of my child's heirs, personal representatives and assigns, do hereby **release, waive, discharge the Released Parties** from any and all liability for any and all damages, losses or injuries to persons or property, which arise out of, occur during, or result from my child's use of the facilities, or result from my child being on any portion of said premises, and notwithstanding that the same may have been contributed to, or occasioned by, the ordinary negligence of the Released Parties.

2. I agree to Indemnify and Hold Harmless the Released Parties from any and all claims, actions, costs, expenses, damages and liabilities including attorneys fees, that may be incurred as a result from claims made by me that results from my child's conduct while participating in activities at Club America WMV.

3. I agree not to make a claim against or sue the Released Parties. I further exempt, release and discharge the Released Parties from any and all claims, demands and actions for such death, injury or loss of property arising out of or in any way related to my child's use of the Club America WMV premises, whether or not the death, injury or loss of property occurs on or off the premises and whether or not caused by their act, omission, negligence or other fault or by any other cause.

Other Considerations

1. I further understand that this agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and that if any portion hereof is held invalid, it is agreed that it shall be replaced as nearly as possible with a valid provision and that the remaining terms shall continue in full legal force and effect.

2. I acknowledge that I believe my child to be physically sound and if necessary, that my child has medical approval to proceed with a normal routine of exercise. I believe that my child is in good health, and has no physical condition that would be aggravated by his/her involvement in cardiovascular exercise, weight lifting, weight training and/or body building, swimming or diving, or use of the sauna, nor does he/she have any physical limitations that would preclude said involvement.

3. I acknowledge that the Released Parties will not in any event provide medical and/or hospitalization insurance for my child's benefit and in the event of any injury to my child occurring either as a result of his/her participation in activities at or being on any portion of the premises of Club America WMV.

4. I acknowledge that the Released Parties will not in any event be liable for any damages to or loss of my child's personal property, including damages to or loss of automobiles in the parking lot, while my child is using the facility.

5. I agree to abide by each and every one of the Club America WMV rules and regulations as posted in the facility.

In conclusion, HAVING READ THE ABOVE TERMS, AND INTENDING TO BE LEGALLY BOUND HEREBY, AND UNDERSTANDING THAT THIS DOCUMENT IS A COMPLETE WAIVER AND DISCLAIMER, IN FAVOR OF THE RELEASED PARTIES, ANY AND ALL LIABILITY, I VOLUNTARILY HEREBY AFFIX MY SIGNATURE HERETO.

| NAME of Child | BIRTHDATE | PERMISSION APPLIES TO: | | |
|---------------|-----------|-------------------------|---------------------|-----------|
| _____ | _____ | Swim with lifeguard ___ | Swim with adult ___ | Other ___ |
| _____ | _____ | Swim with lifeguard ___ | Swim with adult ___ | Other ___ |
| _____ | _____ | Swim with lifeguard ___ | Swim with adult ___ | Other ___ |
| _____ | _____ | Swim with lifeguard ___ | Swim with adult ___ | Other ___ |
| _____ | _____ | Swim with lifeguard ___ | Swim with adult ___ | Other ___ |

PRINTED NAME OF PARENT/GUARDIAN: _____ TELEPHONE _____