

WAIVER, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT
MACGREGOR DOWNS COUNTRY CLUB PHYSICAL ACTIVITIES PARTICIPATION

I _____ (print name), wish to participate in golf, tennis, swimming, sports, fitness, boating, lake fishing and recreational play, training, instruction and other physical activities (collectively “Physical Activities”) offered at the facilities of MacGregor Downs Country Club (the “Club”) which include risk of personal injury, death or disability and/or loss or damage to personal property and voluntarily and with full capacity and knowledge make the following representations, acknowledgements and agreements as a condition to my being permitted to participate in such Physical Activities at the Club:

AFFIRMATIONS AND AGREEMENTS

1. I understand and acknowledge that the risk of injury, disability, death or damage to personal property, is inherent in participation in Club Physical Activities;
2. I affirm and agree that I am participating in such Physical Activities at the Club and using my own equipment, accessories and clothing at my own risk which I voluntarily assume with full appreciation and understanding of the possible adverse consequences of participation;
3. I understand that the Club and the Club’s owner are relying upon this waiver, assumption of risk, release, hold harmless and indemnification to which I am agreeing by my signature below in permitting me the opportunity to participate in Physical Activities at the Club;
4. I agree that I am responsible for and fully aware of my physical condition and limitations and will not undertake any Physical Activities which would likely be harmful to my health or physical condition and that the Club and its personnel shall have no responsibility to make any observation or determination as to my physical condition, qualifications or limitations;
5. I affirmatively represent that I am physically fit, qualified to participate and have no medical condition or limitation that would make participation in any Physical Activities in which I elect to participate unsafe;
6. If I am under instruction or training in my Physical Activities, I agree to abide by any requests of my teacher or instructor with respect to maintaining safety and protecting my physical well-being during Physical Activities;
7. If I am pregnant or become pregnant I will only participate in Physical Activities with my doctor’s approval given with full knowledge of my then present condition; and
8. I affirm and agree to fully comply with the rules and regulations of the Club which apply to participation in the Physical Activities in which I engage.

ASSUMPTION OF RISKS, WAIVER, RELEASE AND INDEMNIFICATION

I HEREBY VOLUNTARILY ASSUME ALL RISKS OF INJURY OR DAMAGE TO MY PERSON AND MY PROPERTY ARISING FROM OR RELATING TO PARTICIPATION IN CLUB PHYSICAL ACTIVITIES and agree to irrevocably waive, release, hold harmless and indemnify Concert MacGregor Downs, LLC, the Club owner, the Club and each of their affiliates, members, officers, employees, instructors, professionals, contractors, representatives and agents (collectively the "Indemnitees") from and against any and all claims, causes of action, demands and any and all liability for damages, losses or injuries that I have now or hereafter may have against any of the Indemnitees arising in any manner from participation in Physical Activities hosted or conducted at or under the auspices of the Club (collectively the "Released Claims"). I further irrevocably agree that I shall not now or at any time in the future bring nor encourage the assertion or pursuit of any legal action or claim against any of the Indemnitees relating to any of the Released Claims and will fully indemnify and hold harmless the Indemnitees from any loss, damages, costs, judgments or expenses incurred by an Indemnitee including attorney fees relating to a Released Claim. The waiver, assumption of risk, release, hold harmless and indemnity provisions herein are binding upon me, my heirs, successors, assigns and legal representatives.

ACCEPTED AND AGREED:

[Signature:]

Print Name: _____

Date: _____