

# THE SHERWOOD ASSOCIATION, INC.

## RECREATIONAL FACILITIES RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of New Sherwood Pool and Tennis Club, LLC for any purpose, including but not limited to observations or use of facilities, or equipment, or participation in any program affiliated with NEW SHERWOOD POOL AND TENNIS CLUB, LLC, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees, and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry in the properties or facilities owned by NEW SHERWOOD POOL AND TENNIS CLUB, LLC, including observations or use of facilities, or equipment, or participation in such affiliated program constitutes as acknowledgment that such premises and all facilities and equipment thereon and such affiliated 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.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE PROPERTIES AND FACILITIES OF NEW SHERWOOD POOL AND TENNIS CLUB, LLC, FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF THE FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH NEW SHERWOOD POOL AND TENNIS CLUB OR THE PROPERTIES AND FACILITIES OWNED BY NEW SHERWOOD POOL AND TENNIS CLUB, LLC, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY COVENANTS NOT TO SUE AND HEREBY RELEASES, WAIVES, AND DISCHARGES NEW SHERWOOD POOL AND TENNIS CLUB, LLC, its Board of Directors, officers, committee members, employees, and agents (hereinafter referred to as "Releasees") from any and all liability whatsoever to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in death of undersigned whether caused by the premises or any facilities or equipment therein, or on account of participating in any program affiliated with the NEW SHERWOOD POOL AND TENNIS CLUB or any properties or facilities owned by NEW SHERWOOD POOL AND TENNIS CLUB, LLC without respect to location.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the NEW SHERWOOD POOL AND TENNIS CLUB, LLC premises or in any way observing or using any facilities or equipment of NEW SHERWOOD POOL AND TENNIS CLUB, LLC or participating in any program affiliated with NEW SHERWOOD POOL AND TENNIS CLUB, LLC, whether caused in whole or in part by the negligence of the Releasees or otherwise.

3. THE UNDERSIGNED HEREBY CERTIFIES that I/we, as parents/guardians/responsible party (hereafter "Responsible party") for the below listed participant(s) do consent and agree to his/her release, as provided herein, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to the minor child's involvement or participant in these programs as provided herein, even if arising from their NEGLIGENCE, to the fullest extent permitted by law. I have instructed the minor participant(s) as to the warnings and conditions and their ramifications.

4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of Releasees or otherwise while in, about, or upon the premises of NEW SHERWOOD POOL AND TENNIS CLUB, LLC, and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with NEW SHERWOOD POOL AND TENNIS CLUB, LLC.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina 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. The undersigned agrees that this Agreement may be signed by electronic or other acceptable means and shall be binding on the undersigned and his heirs, personal representatives, successors, assigns and next of kin.

### MEMBER ACKNOWLEDGEMENT & AUTHORIZATION

I have read and agree to the NEW SHERWOOD POOL AND TENNIS CLUB, LLC, Membership Application in its entirety. I have read and will comply with the NEW SHERWOOD POOL AND TENNIS CLUB, LLC, Member Agreement and Code of Conduct. **I HAVE READ THE ABOVE AND AGREE THAT THIS WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT IS APPLICABLE TO ALL VISITS MADE BY ME OR PARTICIPANTS UNTIL I SO REVOKE SUCH IN WRITING.**

**Waiving Parties** (Attach additional signature pages for additional Waiving Parties if necessary)

_____		_____	
<b>Signature of Member or Responsible Party for Member(s) 18 or above:</b>			
<b>Printed Name:</b> _____		<b>Printed Name:</b> _____	
<b>Telephone #:</b> _____		<b>Telephone#:</b> _____	
<b>Date of Birth:</b> _____		<b>Date of Birth:</b> _____	
<b>Address:</b> _____		<b>Address:</b> _____	
_____		_____	
<b>Date:</b> _____		<b>Date:</b> _____	

### Listing of All Individuals Under 18 Years of Age in Waiving Parties' Care:

Name	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____