



Release & Waiver Form

In consideration of participating in activities in the Bonaventure Town Center Club, Inc., and for other good and valuable consideration, I hereby agree to release and discharge from liability Bonaventure Town Center Club, Inc. (dba Town Center Club Authority, Inc.), and its owners directors, officers employees, agents, volunteers, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, guests, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that sports and recreation activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage.
2. I expressly accept and assume all the risks inherent in activities or that might have been caused by the Releasees. My participation in these activities are purely voluntary and I elect to participate despite the risks. I expressly agree that I will read and follow all directions, instructions, and rules, and will use all equipment and facilities for their intended purposes In addition, if at any time I believe that conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby agree to indemnify and hold harmless the Releasees from any and all claims, demands, or causes of action, which are connected with my participation in all activities, equipment use, facilities or participating in any program affiliated with the Releasees whether caused by the negligence of the Releasees or otherwise.) Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in these activities, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in my participation, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. If I file a lawsuit, I agree to do so solely in the state where Releases' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I hereby give permission for images of myself and or my child, captured during activity in above named facility through video, photo and digital camera, to be used solely for the

purposes of Bonaventure Town Center Club, Inc./Facility promotional material and publications, and waive any rights of compensation and ownership thereto.

By signing this document, I agree that if I am hurt or my property is damaged during my participation, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing.

I have read and understood this document and I agree to be bound by its terms.

Signature: _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Signature: _____