

THE CLUBHOUSE AT



**CONSENT, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT
USE OF CLUB FACILITIES BY MINOR**

Minor's Card No.: _____	Parent/ Guardian Card No.: _____
Minor's Name: _____	Parent/Guardian Name: _____
Minor's Date of Birth: _____	Responsible Owner: _____
	Responsible Owner Card No.: _____

The undersigned is the parent or legal guardian with custody of and responsibility for the minor child named above (the "**Minor**").

I have read the Rules and Regulations of The Clubhouse at Anatolia ("**The Club**"), and I understand that, in the absence of this Consent, Waiver, Release and Indemnification Agreement ("**Consent**"), the Minor would not be allowed to use any of The Club Facilities unless accompanied and supervised by an adult.

I also understand that: (a) use of The Club Facilities involves the risk of personal injury and death from drowning in the Pools and Spas, falling free weights, use of exercise equipment, strained muscles, ruptures, fractures and other injuries associated with physical exercise and training, loss of footing, and other causes, even when The Club-facilities are properly used and supervised; (b) the risk is greater when The Club Facilities are misused, and when minors use The Club Facilities without adult supervision; (c) there may be no lifeguards on duty at the Pools and Spas and no adult supervision at the Fitness Center; and (d) even if The Club does have adult staff present, such staff members shall not be responsible to instruct or supervise the Minor at The Club Facilities or in the use of any apparatus or equipment located therein.

Notwithstanding these increased risks, the undersigned parent or legal guardian specifically requests The Club to allow the Minor to enter The Club without an adult and to use all of The Club Facilities (Pools, Spas, Fitness Center, etc.) without adult accompaniment or supervision. The undersigned also specifically consents to and authorizes the Minor's unaccompanied and unsupervised use of The Club Facilities.

Representations and Warranties. In making this request and granting this authorization and consent, the undersigned represents and warrants to The Club, The Club Operator and The Club owner, that:

- The Minor is fourteen (14) years of age or older on the date of this Consent.
- The Minor is in good health and has the requisite knowledge, physical abilities, training and attitude to safely use The Club Facilities without adult accompaniment and without adult supervision. By way of example rather than limitation, the Minor has the training and ability to swim without flotation aids, and proper training and ability to use Fitness Center equipment and free weights.
- The Minor has read and understands The Club Rules and Regulations applicable to The Club Facilities; and the Minor has agreed to comply with all of The Club Rules and Regulations. The Minor and the undersigned understand that failure to comply with The Club Rules and Regulations may result in disciplinary action, suspension of privileges, and ejection from The Club.

Assumption of Risk of Activities; Waiver; Release. The Minor and the undersigned jointly and severally assume the full risk of injury and death to the Minor which may result from the Minor's use of The Club Facilities, whether from the use of any Pool, Spa, apparatus, appliance, equipment or facility by the Minor or others, from any contest, game, function, or from any other activity operated, organized, arranged or sponsored by The Club or others (individually and collectively, "Club Use"). The Minor and the undersigned hereby jointly and severally waive the right to bring any "claims" against the Club Director (the on-site Director at The Club), The Club Operator, the owner of The Club and the Master Association, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively "Released Parties") as a result of Club Use; and the Minor and the undersigned hereby jointly and severally release and discharge the Released Parties from any and all "claims" such person may have, now or in the future, which are in any way related to any Club Use. "Claims" shall include, but shall not be limited to, all rights, remedies, actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever which such person may have as the result of any act, occurrences, error, accidents, omission, promise, or obligation if any one or more of the Released Parties; and the releases in the paragraph are given by such person, on his or her own behalf of his or her successors in interest, heirs and assigns.

Liability of Parent/Guardian; Indemnification. The undersigned Parent/Guardian shall be liable for any and all injury to person and property at The Club, and for any and all injury to persons or property resulting from any Club Use, which is caused by the Minor. In addition, the undersigned shall defend, indemnify and hold each and every one of the Released Parties harmless from and against any and all Claims incurred by or asserted against any of the Released Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the use of The Club or participation in Club Use by the Minor. Without limiting the generality of the foregoing, the liability and duty to defend, indemnify and hold harmless include Claims made by or asserted by the Minor (whether before or after the Minor becomes an adult, and including after any attempted disaffirmance of the Consent by the Minor).

Joint and Several Liability; Authority. If more than one person is signing this Consent, all such persons shall be jointly and severally liable for all resulting damages. In the event that the Minor has more than one parent or guardian, their obligations under this Consent shall be joint and several, and the parent or guardian signing this document represents that he or she has authority to bind all parents and guardians of the Minor to the terms of this document.

Attorney's Fees. In the event of any action or proceeding brought to enforce any one or more provisions of the Consent, the prevailing party shall be entitled to recover its attorneys' fees, paraprofessional fees, and court costs and expenses, both at trial and upon appeal, in addition to all other appropriate relief.

Witnesses:

Minor:

Print Name: _____

Signature _____

Witness to Minor's Signature:

Parent/Guardian:

Print Name: _____

Signature _____

Print Name: _____

Signature _____

Address:

Date: _____