

# Mercerwood Shore Club1

## Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

The undersigned member ("Member") of Mercerwood Shore Club ("MSC"), on behalf of all members of their family who use MSC facilities hereby agree:

1. The Member will instruct the other persons who belong to MSC with the Member that prior to participating in any activity at MSC, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. The Member and his or her family understand and agree that, if at any time, any of them feels anything to be UNSAFE, the Member and his or her family will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. The Member and his or her family fully understand and acknowledge that:
  - a. There are risks and dangers associated with participation of athletic activities which could result in bodily injury, partial and/or total disability, paralysis and death.
  - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to MSC, any of its officers, employees, directors, trustees, members, users, shareholders, agents, affiliates, contractors, vendors, successors, predecessors, assigns, or related entities (the "Releasees").
  - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
3. The Member and his or her family accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees.
4. The Member and his or her family HEREBY acknowledge that THE ACTIVITIES AT MSC CAN BE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. The Member and his or her family also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
5. The Member and his or her family further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of Washington and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. On behalf of a family member including any minor, the undersigned Member executes this Waiver and Release. If, despite the release, the Member or his or her family make a claim against any of the Releasees, such Member will reimburse the Releasee for any money which they have paid to such Member, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, INCLUDING ANY NEGLIGENCE OF THE ORGANIZATION NAMED BELOW, TO THE GREATEST EXTENT ALLOWED BY LAW.

Name of Organization MERCERWOOD SHORE CLUB

Member Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Member Number \_\_\_\_\_

Name of Member Family Members \_\_\_\_\_

Date \_\_\_\_\_