Los Ranchitos Cabana Club Member Release of Liability, Assumption of Risk Indemnity & Hold Harmless Waiver LRCC, 6/2015

In consideration of being permitted by Los Ranchitos Cabana Club to use the facilities, I hereby agree to fully release, discharge, indemnify, and hold harmless Los Ranchitos Cabana Club, Inc., its agents, owners, managers, members, directors, employees, volunteers, affiliated entities, successors, and assigns (collectively "RELEASED PARTIES") on behalf of myself, my spouse or domestic partner, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that my participation and use of the facilities, including, without limitation, the pool, playground structure, basketball court and all facilities at Los Ranchitos Cabana Club, could result in personal injury to myself, my property or to third parties. I am aware that use of the pool and other facilities at Los Ranchitos Cabana Club carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, including death or serious injury, property loss or damage. I voluntarily accept and assume all risk from using the Los Ranchitos Cabana Club activities.
   The risks include, among other things: Pools and playground equipment entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Participants risk cuts, bruises, breaks, and sprains, falling off the playground equipment, or more serious injuries. Swimming or playing in the water, with or without the ability to swim, exposes the participant to risk of serious injury, including death. Diving or jumping into the pool exposes the participant to risk cuts, bruises, breaks, and sprains, hitting the bottom or side of the pool, or more serious injury. Other risks include but are not limited to, risk of injury from possible malfunction of pool equipment, falling or tripping over obstacles in or near the pool, or colliding with other participants in or near the pool. The lifeguards on duty are trained and seek safety at all times. However, lifeguards may be unaware of the participant's abilities and fitness. They may give incomplete warnings or instructions. It is not possible to list all potential risks from the use of the pool playground equipment or other facilities.
2. I hereby agree and promise to accept and assume all of the risks existing in the activities at or use of the Los Ranchitos Cabana Club facilities or equipment. My participation is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby fully release and discharge and agree to hold harmless the RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any connected with my participation in any activity and use of facilities or equipment at the Los Ranchitos Cabana Club, including without limitation, any such claims which allege or prove negligent acts or omissions of the RELEASED PARTIES and/or third parties. This includes, without limitation, claims, which allege or prove that the incident was caused by the RELEASED PARTIES' sole negligence and/or claims which allege or prove that the incident was caused solely or partly due to the negligent design, construction, condition, maintenance, or repair of the equipment or facilities.
4. Should the RELEASED PARTIES be required to incur attorneys' fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating or using the facilities or equipment at Los Ranchitos Cabana Club, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to bear the risk of any medical or physical condition that I may have.
6. I agree that if the participant is a minor, this Release of Liability, Assumption of the Risk, Indemnity and Hold Harmless agreement is made on behalf of that minor participant and that all of the releases, waivers, and promises herein are binding on the minor participant. I represent that I have full authority as a Parent or Legal Guardian to bind the minor participant to this agreement.
7. I agree that if the minor is a participant, I further agree to fully defend, indemnify and hold harmless the RELEASED PARTIES from any and all claims or suits for personal injury, death, property damage or otherwise which are brought by or on behalf of the minor participant, and which are in any way connected with the minor's participation in any activity and use of facilities or equipment at the Los Ranchitos Cabana Club, including without limitation, any such claims which allege or prove negligent acts or omissions of the RELEASED PARTIES and/or third parties. This includes, without limitation, claims, which allege or prove that the incident was caused by the RELEASED PARTIES' sole negligence and/or claims which allege or prove that the incident was caused solely or partly due to the negligent design, construction, condition, maintenance, or repair of the equipment or facilities.
8. I agree that the waivers and releases herein are of known and unknown claims. I specifically waive my and/or my minor participant's rights under section 1542 of the California Civil Code, which reads as follows:
   A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
9. Should any provision in this agreement be in any respect declared invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the enforceability of the other provisions in this agreement, which shall remain in full force and effect and be interpreted as though such invalid, illegal or unenforceable provisions were not a part thereof. This agreement contains the entire agreement between the parties with regard to the matters set forth therein and supersedes any and all prior agreements and understandings, whether written or oral, relating to the subject matter of the agreement. I agree that California law shall govern the validity and interpretation of this agreement.

Name(s) of Participant(s)

Emergency Contact Phone Relationship

Signature (PARENT OR LEGAL GUARDIAN MUST SIGN WAIVER IF PARTICIPANT IS A MINOR) Date