

DRAFT (for discussion purposes.)

## **WAIVER RELEASE AND INDEMNITY AGREEMENT**

To: \_\_\_\_\_ ( name of club) \_\_\_\_\_ , its employees, directors insurers agents, successors and assigns (collectively the "Club")

In consideration of being permitted to participate in and use the Club and/or as a condition of my membership, I \_\_\_\_\_(name)\_\_\_\_\_ (hereinafter the "Member") hereby agree as follows:

### **PERSONAL PROPERTY**

- 1.) the Club is not responsible for the loss or theft of, or damage to, personal property on the Club's premises, whether held in storage or not. This includes but is not limited to, golf clubs, golf bags, golf accessories, money, or other property. The Member will take all precautions to avoid loss or theft of, or damage to, personal property. In the event of such loss, or damage, the Member agrees to hold the club harmless from and against any and all claims, actions, costs, expenses and demands in respect to such theft, loss or damage, however caused, arising out of or in connection with the use of the club.

as a condition of bringing a guest onto the premises of the club, the Member agrees to assume all risk of loss or damage to personal property belonging to the guest. The Member agrees to indemnify and reimburse the Club for any liability, costs or expenses imposed by law upon the Club for any and all such losses.

### **POWER CART RENTALS**

- 2.) the Member agrees to assume all risk of loss or damage to motorized golf carts rented or borrowed from the Club as well as the risk of injury to the Member or other persons and damage to other property arising from the use of the golf cart. The Member will take all precautions to avoid loss or damage to the golf carts, damage to other property and injury to persons including to the Member arising out of the use of golf carts. In the event of any loss, damage or injury, the Member agrees to hold the Club harmless from and against any and all claims, actions, costs, expenses and demands in respect of such loss, damage or injury, howsoever caused.

the Member agrees to indemnify and reimburse the Club for any liability, costs or expenses imposed by law upon the Club for any and all such losses.

### **GENERAL WAIVER**

- 3.) the Member acknowledges that there are risks inherent in participating in the game of golf. The Member agrees to release the Club from any liability from personal injury, property damage or loss sustained by the Member, including injury resulting in death and any financial loss or damage, directly or indirectly resulting from the Member's activities or participation in events at the Club. The Member further waives, as against the Club, all claims recourses and rights of action that the Member may have against the Club as a result of such personal injury, property damage or loss.

- 4.) the Member agrees that this waiver, release and indemnity agreement shall not be effected by any negligence, gross negligence, breach of contract or any other conduct on the part of the Club.
- 5.) the Member acknowledges that he or she has read this waiver, release and indemnity agreement and understands and accepts the contents hereof.
- 6.) in the event that any provision herein contained is deemed to be unenforceable and/or invalid, that the provision shall be severable from the whole of the document and shall not effect the validity and enforceability of the other provisions and the document as a whole

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Name

\_\_\_\_\_

Witness