

## INDEMNIFICATION, WAIVER AND RELEASE AGREEMENT

In consideration of the grant of permission from the Marin Country Club to use of its pool area (the "Pool"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby acknowledge, agree and represent as follows:

1. I understand that there are certain risks of damages and serious injuries, including death, inherent to the use of the Pool, and I am willing to assume these risks. These risks include, but are not limited to, those hazards associated with swimming, diving, physical activities in the Pool, and other persons in the Pool. Pool activities include, but are not limited to, swimming, play, water aerobics and diving ("Pool Activities").

2. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in Pool Activities in the Pool. I do hereby acknowledge that it is recommended that one should obtain a physician's approval prior to participating in any exercise and physical activities. I also acknowledge that it is recommended that one should undergo a yearly or more frequent physical examination and consultation with a physician as to physical activity, exercise, and use of exercise and training equipment. I represent that I have either been given a physician's approval to participate in exercise and other physical activities within the Pool, or have decided to participate in exercise and other physical activities, without prior approval of a physician, but in either case I hereby assume all responsibility for our participation in any and all exercise and physical activities, including, but not limited to, Pool Activities in the Pool.

3. As a participant in Pool Activities in the Pool, I acknowledge that it is my sole responsibility to be familiar with and to inspect any equipment provided for use in the Pool. I agree that I will not use any equipment that I do not how to properly and safely use, has not been inspected or fails to meet appropriate safety standards. I acknowledge that should I supply any of my own equipment for use while in the Pool that it is my sole responsibility to be familiar with and to inspect said equipment, as well as insure that it meets appropriate safety standards. In sum, I hereby assume all risks associated with using any and all equipment while in the Pool, regardless of whether the equipment was provided, I brought it in for use, or it was brought in by someone else.

4. I acknowledge that I have been advised not to bring valuable personal property to the Pool. If I do so, I assume full responsibility for any loss of or damage to that personal property which may occur while at the Pool.

5. I have been informed and acknowledge that the Pool may not have any lifeguards or other supervision available during my use of the Pool. I agree to use the Pool and all equipment provided therein without any such supervision and at my own risk.

6. By my signature below, I, on my own behalf and on behalf of my heirs, acknowledge that I am aware of the possible risks associated with (i) Pool Activities; (ii) being an observer at the Pool; and (iii) any other reason for being at the Pool, and hereby agree to assume any and all risk, now or in the future, whether known or unknown, that may be associated with being at the Pool.

7. In connection with my participation in use of the Pool, I hereby agree to forever waive, release, discharge, indemnify and hold harmless Marin Country Club, Troon Golf, LLC and each of their respective owners, affiliates, directors, officers, agents, employees, representatives, successors and assigns, and any other parties acting on their behalf (collectively, the "Released Parties") from any and all claims, liabilities, demands, actions, suits, rights, losses, damages, expenses and costs, including, but not limited to, attorneys' fees and costs, and/or causes of action of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, whether caused by the negligence of the Released Parties or otherwise, that may arise from my use of the Pool, including, without limitation, any damage to property, bodily and/or personal injury, or death in connection therewith. I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am hereby releasing any and all unknown future claims.

8. I hereby grant full permission to the Released Parties to use photographs, videotapes, motion pictures or any other record of participation in any and all activities at the Pool, including, but not limited to, my name, my likeness or my voice for any legitimate purpose.

9. I acknowledge and agree that the Pool may suspend or revoke my right to use the Pool upon determining, in its sole discretion, that I have acted in a manner: (i) not appropriate while using the facility; (ii) that would cause harm to myself or others; (iii) makes other users of the Pool feel unsafe or uncomfortable; (iv) that is destructive and/or damaging; (v) violates any of the Pool's rules; or (vi) that materially breaches the terms of this Release Agreement.

10. By my signature below, I, on behalf of myself and my heirs, acknowledge and agree that the foregoing covenants are contractually binding, are not mere recitals and that should I or my heirs assert any claim in contravention of this Release Agreement, the asserting party shall be fully liable for the expenses and costs, including, but not limited to, legal fees, incurred by the Released Parties in defending the claim.

11. I hereby acknowledge that no persons under the age of 18 ("**Minor**") are allowed in the Pool without being accompanied by an adult, and should I bring a Minor into the Pool, I will be solely responsible for their physical safety, their property and their actions, including, but not limited to damage they may cause to the Pool or other guests.

12. I acknowledge and agree that no portion of this Release Agreement may be modified orally and no waiver of any provision herein will be granted. This Release Agreement supersedes any and all other agreements or arrangements, verbal or otherwise, between signer and the Released Parties as it pertains to use of the Pool.

13. This Release Agreement shall constitute the entire agreement with respect to the subject matter hereof and shall be interpreted under the laws of the State of California without regard to any conflicting choice of law principles.

I am at least 18 years of age, and I have carefully read (or had read to me) the entire foregoing Indemnification, Waiver and Release Agreement in its entirety, and understand the content. I am aware that this is a consent, waiver and release of liability; understand its significance; freely and voluntarily execute same; and agree to be bound by the terms hereof.

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Date	Printed Name of Participant	Signature of Participant
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Date	Printed Name of Participant	Signature of Participant / Parent
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