

**Memorial Bend Club, Inc.**  
**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

**Assumption of Risk:** In consideration of the acceptance of the rules and regulations of The Memorial Bend Club (MBC) and granting of the privileges of membership, and with the understanding that the activities to be undertaken are inherently dangerous and involve a degree of risk, including the risk of injury or death, I (collectively "Grantee", "Member", "I" or "myself") hereby assume such risk and, for myself and my dependents, my heirs, guests, executors, and administrators, forever release Memorial Bend Club, Inc., its officers, directors, members, agents, employees, and contractors from any and all claims, demands, actions, liabilities, causes or action or suits, at law or in equity, which I now have or hereafter may have, against any of the parties named above.

**Compliance with Rules for Safety:** Grantee agrees to abide by the rules and regulations of the Memorial Bend Club, Inc. as they may be amended or supplemented from time to time. I acknowledge that it is my responsibility to ensure that my dependents and guests abide by those rules and regulations, and in the absence of life guards during the hours of operation, the supervision and safety of my dependents and guests is primarily my responsibility.

HOLD HARMLESS AND INDEMNIFICATION: GRANTEE AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE MBC, INCLUDING MBC'S DIRECTORS, OFFICERS, AGENTS, MANAGING AGENT, EMPLOYEES, VOLUNTEERS (COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO LOSSES, COSTS, EXPENSES, ATTORNEY'S FEES, AND DAMAGES OF EVERY KIND AND CHARACTER WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OF PARTIES, INCLUDING THE NEGLIGENCE OF INDEMNITEES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, OR CONCURRENT ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S ACCESS TO OR USE OF FACILITIES, INCLUDING BUT NOT LIMITED TO, DEATH, DROWNING, INJURY TO ANY PERSON OR GRANTEE, OR ANY OTHER CAUSES OF ACTION.

IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, THAT THE INDEMNITY PROVIDED IN THIS SECTION IS AN INDEMNITY BY GRANTEE TO INDEMNIFY AND PROTECT THE INDEMNITEES FROM THE CONSEQUENCES OF GRANTEE'S OR THE INDEMNITEES OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF THE INJURY OR DAMAGES. GRANTEE'S OBLIGATION TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ASSUMPTION OF RISK AND WAIVER OF NOTICE: Grantee acknowledges, on behalf of Grantee, that this is a swim-at-your-own-risk facility at all times, whether or not a lifeguard may be on duty, and assumes all risk associated with use of swimming facility with knowledge that risks include possible injury or death due to drowning, slip and fall, or other peril. Grantee hereby acknowledges Grantee has received, has read, and fully understands the pool rules, guidelines, and other restrictions and hereby accepts them and agrees to abide by them. Grantee hereby acknowledges that failure to abide by the pool rules and guidelines may result in suspension of pool privileges. Grantee hereby accepts all responsibility for Grantee, Grantee's spouse, dependents, family members, heirs, executors, administrators, as well as any guests and/or invitees of Grantee using the pool.

Member's Printed Name: \_\_\_\_\_

Member's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Board Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_