

**WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT**

THIS DOCUMENT IS A LEGALLY BINDING INSTRUMENT, PLEASE READ IT
THOROUGHLY

THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT is made as of the date below by the undersigned in accordance with the following terms. In consideration of being permitted to use the facilities of Bridges at Horizon Pool, LLC known as "Horizon Pool and Tennis" ("HPT"):

I acknowledge that I will be engaging in activities that involve inherent risk of injury, which might result from my own actions or from the actions of others.

I do hereby, for myself, my heirs, executors, successors and assigns, forever waive any and all rights that I would otherwise have, or may in the future have, against HPT and each of its past, present and future owners, managers, officers, employees, contractors, and agents (each, a "Released Person") in connection with, and I forever release HPT and the Released Persons from, and I will indemnify HPT and the Released Persons for, and I will hold HPT and the Released Persons harmless from and against, any and all claims, liabilities, actions, causes of action, damages, costs, expenses, obligations, demands and judgments, including, but not limited to, reasonable attorneys' fees and disbursements, associated in any regard or manner with, arising from or in connection with, directly or indirectly, my use of the facilities of HPT or my engaging in activities at HPT's facilities, including use of HPT's pool or tennis court, including but not limited to, any claims, liabilities, actions, causes of action, damages, costs, expenses, obligations, demands and judgments that may be related to injury to, or death of, myself or another person or damage to property, whether or not arising from, or alleged to have arisen from, the negligence of the HPT and/or of any Released Person, and I hereby assume all risks associated with or in connection with all such use or activities.

I have read and understand this Waiver and Release of Liability, Assumption of Risk and Hold Harmless Agreement, I agree to its terms voluntarily, and I have signed it as of the date written below.

Participant

Date

Parent or Legal Guardian Signature

Date