

**RELEASE and Waiver of Liability
AND
Assumption OF RISK AGREEMENT**

This is an important legal document. Please read carefully before signing.

In consideration of the use of the pool, tennis courts, and club facilities and other services of Edgebrook Swim & Tennis Club, their agents, directors, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as “**Edgebrook**”), the signor and on the behalf of anyone listed on the signor’s membership application or present as the signor’s guest (collectively, the “**Member**”) hereby agrees to waive, release and discharge Edgebrook; on behalf of the Member, the Member’s spouse or partner, the Member’s children, the Member’s heirs, assigns, personal representative, and estate as follows:

1. Disclosure of Waiver. All Member, by use of the facilities, acknowledge that the Member have informed their guests of the waiver and the guest(s) agree to the same by use of the facilities. Member allowing their children on the premises (supervised or unsupervised) agree that this waiver and release binds them and their children. This waiver is on-going and applies at all times the facilities are being used.

1. Risks. The Member acknowledges that participating in physical activities, including but not limited to swimming and tennis, entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to the Member, to property, or to third parties. The Member understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. The Member understands that all participants participate at their own risk. Edgebrook expressly disclaims liability for any and all accidents, injuries or losses of any kind that may be experienced in connection with participation or use of the facilities.

Notwithstanding these Risks, the Member acknowledges that the Member is voluntarily participating with knowledge of the dangers involved. The Member acknowledges that any injuries or damage Sustained may be compounded by negligent emergency response or rescue operations.

The Member hereby agrees to accept and assume all risks of injury, illness, disability, death and/or property damage arising from participation or use, whether caused by the ordinary negligence of Edgebrook or otherwise and agree to indemnify and hold harmless Edgebrook. The Member understands that this release discharges Edgebrook from any liability or claim that the Member may have against Edgebrook with respect to the aforementioned.

1. Force Majeure. The Member understands that Edgebrook is not liable for any delays, inconveniences, expenses, or mishaps of any kind whatsoever resulting entirely, or in part, from the negligence of others or from causes beyond their control. Specifically, Edgebrook accepts no responsibility for losses or additional expenses caused by a variety of difficulties, including, but not limited to: delay or changes in services, sickness, equipment failures, vehicle accidents, detention, criminal activity, annoyance, terrorism, government restrictions or regulations,

weather, strike, war or civil disturbance, quarantine, poor sanitation, natural causes, or infectious diseases. The Member understands that all such losses or expenses shall be borne by the Member.

1. Policies. The Member shall comply with all rules, policies, practices, protocols, guidelines, and procedures that may be shared, posted, or provided by Edgebrook and all laws and policies of all applicable authorities, as amended at all times. **Edgebrook and its designees have the right to deny admission to or eject any person who Edgebrook determines, in its sole discretion, poses a risk to the health or safety of others and/or whose conduct violates these Edgebrook's terms or policies.**

1. Physical Condition. The Member is urged to consult a physician concerning the Member's fitness. The Member confirms, and reconfirms on reentry to Edgebrook, that the Member is: (i) in good health, in proper physical condition, and does not have any medical or other conditions that would impair the Member's ability to participate; and (ii) not experiencing symptoms of any illness or does not have a confirmed or suspected case of any such illnesses. The Member will also follow all instructions, recommendations, and cautions of Edgebrook at all times when on Edgebrook premises. If at any time the Member believes (1) conditions to be unsafe, (2) that the Member is no longer in proper physical condition to participate in the Program, or (3) the Member begins experiencing symptoms, the Member will immediately inform Edgebrook and discontinue further activities. The Member consents to screenings and other precautions that may be required as a condition for being on Edgebrook premises.

1. Emergency Treatment. The Member authorizes Edgebrook to seek medical treatment on the Member's behalf in case of injury, accident, or illness to the Member. The Member understands and agrees that the Member is solely responsible for all costs related to such medical treatment.

1. Photo Release. The Member agrees that while participating or on the premises, the Member may be photographed and/or videotaped by Edgebrook for internal and/or promotional use. The Member grants and conveys to Edgebrook all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Member's use of the Member's name, image, likeness, and voice in perpetuity, in any medium or format, for any internal and/or promotional use without further compensation or permission.

1. Miscellaneous. If any term or provision of this waiver is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this waiver or invalidate or render unenforceable such term or provision in any other jurisdiction. This waiver is binding on and shall inure to the benefit of Edgebrook and the Member and their respective successors and assigns. All matters arising out of or relating to this waiver shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). Any claim or cause of action arising under this waiver may be brought only in the federal and state courts located in King County, Washington and the Member hereby consents to the exclusive jurisdiction of such courts. Should Edgebrook

or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, the Member agrees to indemnify and hold them harmless for all such fees and costs.

The signor has had sufficient opportunity to read this entire document and the signor is aware that the signor is giving up substantial rights. The signor has understood all that is expressed in this waiver, and certifies that the below is of sound judgment, and legally competent to agree to this waiver.

For members of minority age (under age 18 at time of registration), this is to certify that the signor, as parent/guardian with legal responsibility for this Member, does consent and agree to the minor's release as provided above, and, for the Member, the Member's spouse or partner, the Member's children, the Member's heirs, assigns, and next of kin, the signor releases and agrees to indemnify and hold harmless the Edgebrook from any and all to the fullest extent permitted by law.

By signing this waiver I also agree to the policies & procedures/handbook/membership expectations as published by Edgebrook. Current policies can be found [HERE](#).