

Discovery Bay Women's Club

Acknowledgement of Risk, Release, and Indemnity Agreement

In exchange for being allowed to use the common grounds, facilities, and associated equipment owned by the Discovery Bay Women's Club ("Club"), and to participate in the events hosted or organized by the Club, the undersigned acknowledges and agrees as follows:

Use of Club facilities and participation in Club events pose a risk of minor and major injuries, whether the undersigned is participating in any particular activity or not. Members and guests are not required to use the facilities or participate in any such activities. While the Club takes care to ensure that all participants are instructed on the use of equipment and takes other action to reduce these risks, the risk of serious injury remains. Inherent hazards and risks include, but are not limited to:

1. Risk of injury from the activity, including usual and common use of equipment, including the potential for permanent disability and death;
2. Possible equipment failures or malfunction of others' equipment;
3. Because many of the activities take place outdoors, there are risks of exposure to elements, excessive heat or cold, or exposure to insects and animals with associated risks of stinging or biting;
4. Risk of contracting a communicable disease, including influenza and COVID-19, (Masks are not required, but any user concerned about the contraction of such diseases may choose to wear a mask);
5. The undersigned's negligence or the negligence of others, including, but not limited to operator error and impaired decision-making; and
6. Fatigue, chill, dizziness, or exacerbation of other medical conditions leading to diminished reaction time and increased likelihood of accident.

Participants shall comply with all stated and customary terms and conditions for participation and agree to follow all safety precautions. If participants have any safety concerns or observe a safety hazard, they shall remove themselves from participation and bring the concern to the attention of the nearest official immediately.

BY SIGNING BELOW, I acknowledge the risks associated with the use of Club facilities or participation in Club activities and choose to do so in full acceptance of all risks. To the fullest extent of the law, I, on behalf of myself and my heirs and assigns, hereby **WAIVE** any claims and **RELEASE** the Club, its directors, officers, officials, agents, employees, and other participants, from any and all claims associated with any losses, damages, injury, illness, disability, or death, whether or not arising from the sole negligence of the Club and further agree to **DEFEND AND INDEMNIFY** the Club for all losses caused by my participation. I further understand that by signing below, **I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS**.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Date: _____ [] RV Member

Signature _____ [] Social Member

Print Name: _____ [] Guest