Boulder Lake Club

******PLEASE READ CAREFULLY!******

RELEASE, WAIVER, INDEMNIFICATION, AND AGREEMENT NOT TO SUE

IN CONSIDERATION OF BEING ALLOWED TO USE BOULDER LAKE CLUB FACILITIES AND EQUIPMENT, AND INTENDING TO BE LEGALLY BOUND, I HEREBY AGREE TO RELEASE AND WAIVE ANY RIGHT TO SUE BOULDER LAKE CLUB, LAKE MOUNTAIN, LLC, BLUE RIDGE REAL ESTATE COMPANY, THEIR SUBSIDIARIES, OWNERS, OPERATORS, OFFICERS, DIRECTORS, AGENTS, SERVANTS, AND/OR EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "BLC") FROM ANY AND ALL LIABILITY IF I OR ANY MINOR NAMED BELOW IS INJURED WHILE USING ANY OF BLC'S FACILITIES OR EQUIPMENT, OR WHILE PRESENT ON BLC'S PROPERTY, EVEN IF SUCH INJURIES ARE THE RESULT OF NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT ON THE PART OF BLC. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS BLC FROM ANY LOSS, LIABILITY, DAMAGE, OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY SUCH INJURY TO MYSELF OR TO ANY MINOR NAMED BELOW. I DECLARE THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE, AM NOT SIGNING THIS AGREEMENT UNDER ANY FORCE, DURESS, OR COERCION, AM DOING SO OF MY OWN FREE WILL, AND HAVE THE OPTION AND OPPORTUNITY OF REASONABLY USING ALTERNATIVE SIMILAR FACILITIES AND EQUIPMENT ELSEWHERE.

Notwithstanding the foregoing, if I do sue for any dispute or cause of action against BLC, whether it be on my own behalf, or on behalf of any person named herein, I shall only do so in the Court of Common Pleas of Carbon County or in the United States District Court for the Middle District of Pennsylvania, and further agree that if BLC prevails in any such litigation that I shall be responsible for all associated costs and attorney fees. I understand and agree that this Agreement shall be governed by the laws of Pennsylvania. I further agree that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

_____*(initial)* **I acknowledge that use of the Boulder Lake Club facilities and equipment by myself or any minor named below contains inherent risks of serious injury and damages, including permanent disability and death, and severe social and economic losses which might result not only from my own actions or the actions of BLC, but also the actions, inactions, or negligence of others, the rules of said use, or the condition of the facilities or equipment, and further that there may be other risks not known to me or BLC or reasonably foreseeable at this time. I agree that I shall inspect any such facilities or equipment prior to my use thereof, and if I believe any of them to be unsafe, I shall report such condition(s) to BLC and refuse to participate. I further certify that I nor any minor named below have any medical or physical conditions that could interfere with my or their safety and the safety of others in connection with the use of the facilities, equipment, and activities initialed below, or if such conditions exist, I have made an informed judgment that these conditions are minor, and I assume the risks such conditions create, directly or indirectly.**

_____*(initial)* **I hereby declare that I have read and understand the attached Recreation Guide and all of the risks, rules, and warnings attached hereto relating to the facilities, equipment, and activities set forth below, that I have explained the same to every minor named below, and assume all of the foregoing risks, accepting personal responsibility for such injury, permanent disability, or death, for myself and for those minors named below, and agree to indemnify BLC on behalf of said minors for same. By initialing below, I acknowledge that I have received, read, and understand the risks, rules, and warnings for the following facilities, activities, and equipment, which are attached hereto, and explained the same to the persons named below:**

Please initial all below to acknowledge risks, rules and warnings

Recreation Guide: _____ **Bocci Ball:** _____ **Tennis Courts:** _____ **Walking/Hiking:** _____

Horseshoes: _____ **Swimming:** _____ **Boat/Watercraft Rental:** _____ **Food & Allergies:** _____

Arts & Crafts, Classes, Special Events, & Children's Activities: _____

PROMOTIONAL RELEASE

_____*(initial)* I hereby give BLC permission to take and use photographs, video/audio recordings, or movies taken of me or any and all minor(s) named below while present on BLC property or during activities which are participated in while present on BLC property and to use and sublicense such material for any purpose in promoting BLC or related activities of BLC in print, brochures, advertisements, films, or videos and on broadcast presentations of any sort.

_____*(initial)* I have read and understood the foregoing **RELEASE, WAIVER, INDEMNIFICATION, AND AGREEMENT NOT TO SUE** and **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK** and **PROMOTIONAL RELEASE** and am voluntarily signing below, intending to be legally bound hereby, understanding that I have given up substantial rights. If I am signing on behalf of a minor child, I represent and warrant that I am the minor child's parent or guardian, or am doing so with the consent and approval of the minor child's parent or guardian, and am otherwise legally authorized to do so, indemnifying BLC against any claim by said minor child, as well as for their parent or guardian, and I understand that I may be giving up their rights to sue as well as giving up my own right to sue. I further agree to present to BLC photographic identification in a form deemed acceptable by BLC in its own and sole discretion. *I understand that no alcohol is permitted to be consumed while using or engaging in the above facilities, activities, and equipment, and that any person who does or who appears to be visibly intoxicated will not be permitted to use or engage in said facilities, activities, and equipment.*

INTENDING TO BE LEGALLY BOUND, I DO HEREBY DECLARE THAT I HAVE READ THE ABOVE WAIVER AND RELEASE, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS, AND PROMOTIONAL RELEASE, AND DO UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY. I UNDERSTAND AND AGREE THAT I AM SIGNING ON BEHALF OF MYSELF AND THOSE MINOR PERSONS LISTED BELOW, IF ANY, HAVE TAKEN RESPONSIBILITY FOR THEM, AND HAVE AGREED TO THE TERMS CONTAINED HEREIN TO INDEMNIFY BLC AGAINST ALL CLAIMS BY THEM.

Date: _____ Member/Guest Name: _____ Signature: _____

Mailing Address: _____ Phone #: (_____) _____

City: _____ State: _____ Zip _____

Date: _____ Minor Name: _____ Signature: _____

Mailing Address: _____ Phone #: (_____) _____
(if different from above)

City: _____ State: _____ Zip _____

For Office Use Only

Unit #_____ This Release Covers These Dates of Club Use ____/____/____ through ____/____/____

BLC Barcode: Employee Initials _____