



**RELEASE, WAIVER AND INDEMNIFICATION FOR THE USE OF  
FITNESS CENTER AT SULPHUR SPRINGS COUNTRY CLUB**

The undersigned, \_\_\_\_\_ (referred to herein as the "User") has requested the use of fitness equipment ("Fitness Equipment") owned or otherwise provided by Sulphur Springs Country Club ("Owner") or any successor thereof for use in the Fitness Facility ("Fitness Facility") at the property commonly known as Sulphur Springs Country Club (the "Property").

For and in consideration of the use of the Fitness Equipment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, User agrees as follows:

1. To the fullest extent not expressly prohibited by law, User releases Owner and Managing Agent and any and all mortgagees of the Property, and their respective successors, assigns, agents, beneficiaries, partners, members, officers, servants and employees, beneficiaries, partners (direct or indirect), members, shareholders, officers, and employees (collectively referred to herein as the "Released Party") from and waives all claims for injury to or death, except to the extent injury to or death of any person is caused by the negligence or willful misconduct of the Released Party resulting directly or indirectly from User's use of the Fitness Equipment. All personal property belonging to User in the Fitness Facility shall be at the risk of the User and Released Party shall not be liable for damage thereto or theft or misappropriation thereof.
2. To the fullest extent not expressly prohibited by law, User shall hold harmless and indemnify Owner and the Property against all third claims and liabilities, including attorneys' fees and costs, for injury to or death of any person (other than to the extent injury to or death of any person is caused by the negligence or willful misconduct of the indemnified party) or damage to or misappropriation or loss of property occurring in or about the Fitness Facility resulting directly or indirectly from User's use of the Equipment or from any accident in or about the Fitness Facility or any part thereof or from any act or omission of User related to the use of the Fitness Facility. In the event any action or proceeding is brought against Owner, by reason of such claims, then, upon notice from Owner, User covenants to defend such action or proceeding by counsel satisfactory to the User.
3. If any damage to the Fitness Facility or Fitness Equipment results from any act or neglect of User, then User shall upon demand by Owner pay to Owner the reasonable cost of such repair to the Equipment or Fitness Facility as it relates solely to User's act or neglect.

The foregoing release, waiver and indemnity shall be in addition to and shall not be limited to by any other waiver, release to claim of indemnity contained in any contract or other agreement between User and Owner.

USER SIGNATURE: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

FOB Number \_\_\_\_\_

**Check Box if you are a NEW Member joining the gym**