

SaddleBrooke Ranch Social Ballroom Dance Club Waiver and Release

The undersigned desires to participate in the activities of the SaddleBrooke Ranch Social Ballroom Dance Club (Club) using equipment and facilities provided by the SaddleBrooke Ranch Homeowners Association (HOA) and the Club.

By signing this document, the undersigned acknowledges, understands, states, and agrees to the following terms and conditions:

- 1) The undersigned hereby waives and releases the Club, the HOA, their past, present and future members, officers, directors, agents, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns, and all other persons, firms or corporations with whom the Club or the HOA has been, is now, or may hereafter be affiliated, of and from all past, present, and future claims including a claim for negligence, actions (known or unknown, liquidated or unliquidated), causes of action, demands, obligations, rights, damages, cost, expenses, warranties, and compensation of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which the undersigned may now have or which may hereafter accrue or otherwise be acquired on account of any Club activity, event or program in which the undersigned participates, including any accidents or injuries which may occur within the facilities including, but not limited to the dancing venue and dressing rooms.
- 2) The undersigned understands that dancing activities can be dangerous and that there is risk of personal injury to the undersigned and to other dancers, and risk of damage to personal property by collisions with other dancers, collisions with objects in a dance area, or similar incidents. The undersigned, on behalf of himself or herself and on behalf of his or her heirs, assigns, administrators, executors, and next of kin, hereby waives all claims for injuries sustained to his or her person, and damages sustained to his or her personal property that the undersigned may have against other members, dancers, and guests of the Club, including claims in tort, contracts, equity or otherwise.
- 3) The undersigned, knowingly, voluntarily, and freely assumes all risks associated with dancing activities. Dancing is a strenuous physical activity; the undersigned acknowledges that he or she is in good health and responsible for proper physical conditioning and attire to avoid any injuries in participating in Club activities. The undersigned agrees that if at any time conditions appear to be unsafe, the undersigned will immediately discontinue participation in the dancing activities and notify the other members and dancers of the unsafe condition.
- 4) The undersigned further acknowledges the need for other rules, regulations, procedures, and policies concerning the use of all facilities and dancing with other members and guests. As published or updated on the Club website, the undersigned agrees to abide by those rules, regulations, procedures and policies. The undersigned agrees to utilize his or her best efforts in assuring that dancing is safe and that the facilities and equipment are kept in a safe and usable condition.
- 5) In executing this document, the undersigned acknowledges and represents that the undersigned has read and fully understood every term contained in this Waiver and Release and that those terms are voluntarily agreed to.

Date: _____

Signature: _____ Printed Name: _____

Address: _____

Club Representative Signature: _____