

Release Agreement

I, _____ (“Releasor”), am an owner (in part or in whole) of _____ (“Unit”) which is located within the Colony Club Community Association (“Association”) and am subject to the Declaration of Covenants, Conditions and Restrictions (“CC&Rs”) recorded on July 24, 1970 as Document No. 17180 (including any amendments) and all other governing documents (collectively, the “Governing Documents”) pertaining to my membership and residency within the Association. I acknowledge that I am voluntarily participating in an activity which is facilitated via the Association through one of its authorized committees (“Group Activity”), which such participation is based on the following terms:

Association’s Terms & Rules

I agree to follow any posted signs regarding my use of the Association’s common areas during my participation in the Group Activity. I acknowledge that I have read and am readily familiar with the Governing Documents pertaining to my use of the common areas and participation in the Group Activity. I acknowledge that any services or assistance I may receive in connection with said Group Activity are not otherwise customarily provided by the Association and that I am fully responsible for myself and my well being during participation in the Group Activity. I covenant and agree that I will be fully responsible for any damage I may cause by my participation in the Group Activity and that I will fully reimburse the Association for any such costs, charges, damages, or otherwise sustained. I covenant and agree that I will leave the common areas in good condition when I am done with my participation in any events associated with the Group Activity.

Assumption of Risk

I AM AWARE THAT THE TYPES OF ACTIVITIES ASSOCIATED WITH THE GROUP ACTIVITY, WHICH INCLUDE WITHOUT LIMITATION, WALKING, CAN BE POTENTIALLY HAZARDOUS. I ELECT TO VOLUNTARILY PARTICIPATE IN THE GROUP ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED AND AGREE TO ACCEPT ALL RISKS. MY INITIALS VERIFY MY CONSENT. _____

Release, Waiver and Indemnification

I agree to indemnify and hold harmless the Association, its Board members, agents, employees and members, and each of them, from any loss, liability, damages, reasonable attorneys’ fees, or costs they may incur due to my participation in the Group Activity. I further agree to release the Association and its Board members, agents, contractors, volunteers, affiliates, employees and members from any and all liability or claims for personal injury or death arising from my participation in the Group Activity.

Knowing and Voluntary Execution

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT. I AM AWARE IT INCLUDES A RELEASE, WAIVER AND AGREEMENT TO INDEMNIFY THE ASSOCIATION. I SIGN THIS AGREEMENT VOLUNTARILY AND WITH KNOWING CONSENT. NO ORAL REPRESENTATIONS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE.

Releasor

Date

Owner