

Resident name for Party use

STATE OF LOUISIANA

PARISH OF CADDO

**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT  
("AGREEMENT")**

IN CONSIDERATION FOR being permitted to participate in any way at the Twelve Oaks Clubhouse and Pool ("Activity") I, for myself, and for my assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the purpose of the Clubhouse and Pool and associated activities related thereto and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. I hereby acknowledge receipt of a copy the Rules and Regulations for said Clubhouse and Pool and do hereby agree to abide by same at all times while using the facility. I fully understand that failure to abide by said rules and regulations can result in the suspension of my right to use the Clubhouse and Pool and that any such decision by the Board of Directors to suspend my privileges shall be final.
2. FULLY UNDERSTAND THAT: THE CLUBHOUSE AND POOL ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF OTHER "RELEASEES" herein defined below; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Twelve Oaks Homeowners Association, Inc., their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of the premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant: \_\_\_\_\_

Address: \_\_\_\_\_ (Street) (City) (State)(Zip)

\_\_\_\_\_

Phone: \_\_\_\_\_

Participant's Signature :

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

\_\_\_\_\_  
Card #

