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505 West Waller Lane
Santa Maria, CA 93455

Release of Liability

In exchange for participation in the activity of swimming without lifeguards present organized by Santa Maria Country Club, of 505 W Waller Lane, Santa Maria, California, 93455 and/or use of the property, facilities and services of Santa Maria Country Club,

I _____ agree for myself and (if applicable) for the members of my family, to the following:

1. **AGREEMENT TO FOLLOW THE RULES AND REGULATIONS.** I agree to follow the Rules and Regulations of Santa Maria Country Club and to observe and obey all posted rules and warnings, further agree to follow any oral instructions or directions given by Santa Maria Country Club, or the employees, representatives or agents of Santa Maria Country Club. I further acknowledge that I must accompany any family member under the age of 16 according to the Rules and Regulations of Santa Maria Country Club.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Santa Maria Country Club, their directors, officers, employees, agents and representatives for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Santa Maria Country Club, whether caused by the fault of myself, my family, Santa Maria Country Club or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend Santa Maria Country Club against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Santa Maria Country Club.
4. **FEES.** I agree to pay for all damages to the facilities of Santa Maria Country Club caused by any negligent, reckless, or willful actions by me or my family.
5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under California Law.
6. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.
7. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code 1654 to this Agreement, as well as any other statute or common law principles of similar effect.
8. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS

Date _____ Signature _____

It's a Beautiful Day at Santa Maria Country Club