

MINOR RELEASE AND INDEMNIFICATION

THIS AGREEMENT is made this ____ day of _____, 2018 by _____, an adult, as parent or legal guardian (“Representative”) of _____, a minor (“Participant”), to release and indemnify Evergreen Alliance Golf Limited, L.P., d/b/a Ancala Country Club (“Club”) and CF Ancala Arcis LLC, their parent companies, affiliates, or subsidiary companies, and all their respective officers, directors, agents, contractors, employees, heirs, successors, and assigns (collectively, “Proprietors”), as set forth below.

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WHEREAS, Representative, on his own behalf and on behalf of the other members of Participant’s family, including Participant, Participant’s parents, heirs, and assigns (collectively and singularly, “Representative”), hereby grants to Proprietors this full release and indemnification as consideration for permitting Participant to participate in various camp, athletic and fitness programs at Club (the “Event”),

NOW, THEREFORE, in consideration of these premises, Representative agrees as follows:

1. Release. Representative acknowledges that he recognizes the risks of injury to the person inherent in any physical exercise program and **HEREBY DOES RELEASE, DISCHARGE, WAIVE, RELINQUISH, AND COVENANT NOT TO SUE** with respect to any and all actions or causes of action for bodily injury, property damage, or death occurring to Participant, arising either directly or indirectly out of participating in the Event, wherever or however the same may occur and for whatever period said activities may continue. Representative **HEREBY RELEASES, DISCHARGES, WAIVES, RELINQUISHES, AND COVENANTS NOT TO SUE** with respect to any of the aforesaid actions or causes of action which may hereafter arise for the benefit, directly or indirectly, of Participant, as well as those that might have a cause of action, by, through, or under Participant, and agrees that under no circumstances will Representative prosecute or present any claim for bodily injury, property damage, or death against Proprietors, arising from any claim of any kind or nature in connection with Participant’s participation in the Event, whether same shall arise in whole or in part from the ordinary negligence of Proprietors or the ordinary negligence, gross negligence, or willful misconduct of any third party and whether such is the sole or a concurring cause of the bodily injury, property damage, or death.

2. Indemnity. Representative further does **HEREBY INDEMNIFY AND HOLD HARMLESS** Proprietors from any and all claims, actions, demands, costs, liabilities, expenses, or judgments whatsoever, including attorneys’ fees and costs, which might arise by whomever, by, through, or under Participant or whenever made or presented for Participant’s bodily injury, property damage, or death, which is alleged to have arisen out of or in connection, directly or indirectly, with Participant’s participation in the Event. It is the intention of the parties hereto that Representative will indemnify and protect Proprietors from the consequences of acts or omissions of Proprietors or any third party (including others who may be participating in the Event), who may have a claim or cause of action against Proprietors that arose by, through, or under Participant, whether same arises, in whole or in part, from the ordinary negligence of Proprietors or the ordinary negligence, gross negligence, or willful misconduct of any third party and whether such is the sole or concurring cause of the bodily injury, property damage, or death.

3. Medical. Representative authorizes the person designated as in charge of the Event at the time an emergency decision must be made regarding Minor to act on Representative’s behalf to provide such health care. The person in charge is further authorized to act on Representative’s behalf in case Minor is a victim of an accident, injury or illness, when immediate medical or surgical care is needed, including transportation to obtain such treatment, provided the said person designated in charge of the child care center at the time makes diligent effort first to notify Representative and obtain Representative’s preferences. If such efforts to get in touch with Representative are unsuccessful or circumstances would not allow the expenditure of time to locate Representative, then Representative authorizes the person designated in charge at the time of the emergency to take such action and give such consent on Representative’s behalf as their judgment dictates, including transportation to hospital or physician referenced in Exhibit A attached hereto. The release and indemnification set forth above extends to any and all liability arising out of or in any way connected with such provision of medical or surgical treatment or transportation provided in the event of an emergency.

4. Participant's Personal Property. Representative understands that all personal effects, jewelry, and any other personal property owned, controlled, or used by Participant (the "Personal Property") and brought for the Event shall remain the sole responsibility of Participant to properly secure same from theft, damage, or injury to any other person. **ALL PERSONAL PROPERTY LEFT AT CLUB IS LEFT AT THE SOLE RISK OF REPRESENTATIVE AS TO ITS THEFT, DAMAGE, OR INJURY TO ANY OTHER THIRD PARTY, AND ALL LOSS, DAMAGE, OR INJURY RESULTING FROM PARTICIPANT'S PERSONAL PROPERTY SHALL BE AT THE SOLE EXPENSE OF REPRESENTATIVE.** Representative further understands that the release and indemnity provisions of this Agreement include and relate to any and all damages, claims, causes of action, expenses, or the like arising from the theft, damage, or injury caused by or occurring to the Personal Property and hereby understands that the foregoing provisions of this Agreement apply equally to the Personal Property.

5. Severability. If any provision of the release or any other agreement entered into pursuant hereto is contrary to, prohibited by, or deemed invalid under applicable law or regulations, such provision will be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof will not be invalidated thereby and will be given full force and effect so far as possible. If any provision of the release may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable, and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

REPRESENTATIVE HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. **REPRESENTATIVE UNDERSTANDS THAT THIS IS A RELEASE OF PARTICIPANT'S CLAIMS AND CLAIMS THAT MAY BE RAISED BY, THROUGH, OR UNDER PARTICIPANT BY REPRESENTATIVE AND OTHERS.**

Representative:

Date

Individually and as Guardian of the Minor Child

Member No., if applicable

Print Name

EXHIBIT A

EMERGENCY MEDICAL TREATMENT

Full name of child: _____

Allergies: _____

Immunizations: _____

Medical History (i.e., diabetes, epilepsy, etc.): _____

Hospital: _____

Family Physician: _____ Phone No.: _____

Insurance Company: _____ Phone No.: _____

Names of other relatives in this area (* please indicate relationship to patient):

_____ Phone No.: _____

_____ Phone No.: _____

_____ Phone No.: _____