

Lake Marie Valley Club

2327 Fallen Leaf Drive

Santa Maria, CA 93455

Members Acknowledgment and Irrevocable Release and Waiver

The undersigned member of the below-named owner of the property, improvements and assets of the parcel and lot known as 2327 Fallen Leaf Dr, Santa Maria, California, owned by Lake Marie Valley Club, a California nonprofit corporation, ("Club") hereby acknowledge having been informed as follows:

1. That despite diligent efforts of the Board of Directors and officers of the Club, that the Club and its members have made no representation nor given any assurances, to the undersigned as to the safety conditions of the property and do hereby inform the undersigned that there is risk of injury to the undersigned and/or their minor children or guests while on the property of the Club from the condition of the property, the improvements thereon, the actions of members and/or guests thereon and have been informed said members/guests that they are required, as a condition of entering upon said property, to assume any and all risk of injury or damage to themselves, guests or their minor children while on said property, regardless of how said injury or damage may occur.
2. That pursuant to this policy adopted by the Board of Directors and members of the Club, no member is to be allowed to enter upon any of the property of the Club who does not execute and deliver to the Club this form of Member's Acknowledgment and Irrevocable Release and Waiver.

Having been informed of the foregoing and appreciating the consequences thereof, the undersigned member, on behalf of themself(ves) and any minor children or guests whom they elect to allow to enter upon the property of the Club, and on behalf of the heirs, executors, administrators and assigns thereof, and in consideration of said member, their minor children or guests being allowed to enter upon said property of the Club, **DO HEREBY IRREVOCABLY ASSUME ALL RISK OF INJURY, DAMAGE AND/OR LOSS AND DO HEREBY IRREVOCABLY RELEASE, DISCHARGE AND WAIVE any and all manner of actions, causes of actions, suits, debts, claims, demands, damages and losses (hereafter collectively "Claims") against the Club; AND the undersigned DO HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS the Club of and from any and all liability to the undersigned and said minor children and guests with respect to any such Claims.**

Each member signatory hereto hereby agrees that this Acknowledgement and Irrevocable Release and Waiver shall remain in full force and effect until a prospectively effective rescission thereof shall be personally served upon (or delivered by U.S. mail, return receipt requested, to) the below-named Club member; and that each term and provision hereof shall be valid and enforceable to the fullest extent permitted by California law. If any term or provision hereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of the provision hereof, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned have voluntarily executed this Acknowledgment and Irrevocable Release and Waiver this _____ day of _____ 20_____.

THIS DOCUMENT AFFECTS IMPORTANT LEGAL RIGHTS; DO NOT SIGN WITHOUT READING CAREFULLY!

YOUR SIGNATURE ACKNOWLEDGES THAT YOU HAVE CAREFULLY READ AND UNDERSTAND THIS DOCUMENT.

Member's Signature: _____ Director's Signature: _____