**Sun City Carolina Lakes Bocce Ball Club**

**ASSUMPTION OF RISK, RELEASE, AND WAIVER AGREEMENT**

THIS ASSUMPTION OF RISK, RELEASE, AND WAIVER AGREEMENT (“Waiver Agreement”) is made by the undersigned member (“Member”), as a condition to membership in the SCCL Bocce Ball Club (hereafter group or club), or undersigned non-member resident or guest in consideration of being allowed to participate in any capacity in the group/club’s events and activities.

NOW THEREFORE, for and in consideration of Interest Groups and Clubs acceptance of Member’s request to be granted membership to the Interest Group, and in consideration having paid the current year annual membership dues or following non-member resident or guest request to participate in organized or non-organized activities at the SCCL Amenities, the parties agree as follows:

1. Assumption of Risk. Member, non-member resident or guest (hereafter Participant), acknowledges and agrees that the Interest Group/Club and its membership may from time to time partake in activities which could cause substantial injury or death. To the greatest extent allowable by law, Member Participant assumes all responsibility for Participant’s health and wellbeing while participating in any Interest Group/Club activity or event. Participant has knowingly and voluntarily agreed to assume all such risk.

2. Promise Not to Sue: Indemnity and Hold Harmless. Participant hereby agrees, promises, represents and warrants to Interest Group/Club and to Sun City Carolina Lakes Community Association, together with their respective officers, directors, agents, employees, heirs, personal representatives and assigns (all aforementioned persons and entities, collectively, “Released Parties”), on behalf of Participant and any person who could claim by or through Participant, that Participant will not sue or bring any claim or complaint against Released Parties of any kind with regard to any damage, injury (including death), illness and/or property loss, arising from or related to Participant’s participation in Interest Group /Club activities and events. Participant also agrees to indemnify, defend, and hold harmless Released Parties, from all costs and expenses, including their reasonable attorneys’ fees and other costs and expenses, from any claims arising from Participant’s participation in Interest Group/Club activities or events.

3. Severability. If any provision, or part of any provision, of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

4. Miscellaneous. The majority of accidents at the bocce courts have been the result of players stepping over or tripping on the raised cement court barriers. Players are reminded to use the lowered opening only at the end(s) of the court(s) for entering or leaving the court. Only one player on the court when rolling, and only two players on the court when receiving the balls during ball retrieval.

5. Communication and Notification. By signing this Agreement and by providing my preferred email contact information, I authorize all notices, including meeting notices, to be sent via email from the Interest Group/Club.

Participant’s Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_