

BISHOP ESTATES CABANA CLUB
GUEST LIABILITY WAIVER
AND RELEASE AND INDEMNITY AGREEMENT

As a guest of the Bishop Estates Cabana Club located at 1812 Jefferson Street, Concord, CA 94521 (hereinafter referred to as the "Premises"), I acknowledge and agree that my entry onto and use of the Premises is conditioned upon my acceptance, without modification, of the terms, conditions and agreements contained herein (herein referred to as the "Agreement"). My acceptance of my entry onto and use of the Premises constitutes my full agreement to all terms and conditions of this Agreement and agree that the terms and conditions of this Agreement remain in full force and effect during the term of this Agreement and thereafter as applicable.

1. Assumption of Risks. I acknowledge that I am aware that swimming is an inherently dangerous activity, including inherent risks which cannot be eliminated, and agree to assume all risks, known or unknown; that there is NO LIFEGUARD on duty at most times at the Premises; that I am physically and mentally fit for swimming and like activities; and that I agree not to swim under the influence of any alcohol or drug.

I understand that the Premises may contain defects such as uneven footing, raised concrete, tree roots, holes and depressions, cracks in concrete surfaces, and other obvious or not obvious conditions, both inside and outside the pool, which may result in injury or death to myself, to my minor children, and to others who I may invite to the Premises. I understand that the Premises may not be ADA compliant.

I further expressly understand that my other activities, such as, but not limited to, swimming, water sports, picnicking, walking, running (strictly prohibited), playing sports, horseplay, viewing of activities, or any kind of activity done on the Premises also carry certain risks.

Specific risks related to all of the above include, but are not limited to, minor injuries such as scratches, bruises and sprains, and major injuries such as broken limbs, joint and back injuries, loss of sight, heart attacks, concussions and catastrophic injuries, including paralysis, brain injury and death.

Therefore, I hereby ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY OR DEATH arising out of use of the pool, the Premises, and all events at the Premises, whether caused by the negligence of Bishop Estates Cabana Club or any of its agents, officers, directors, board of directors, shareholders, employees, independent contractors, guests and owners (collectively "BECC") or otherwise, including specifically (but not exclusively) the danger of being injured or dying by swimming, diving, using the slide, other swimmers and her or his actions, the absence of a lifeguard on duty, injury despite an on-duty lifeguard, water (including chemicals or the absence of them in the water), slipping, falling, danger warnings and the absence of such warnings, safety equipment (including its presence or absence or quality), the lack of safety and fencing or alarms, and rescue operations undertaken or not.

I also understand and expressly ASSUME FULL RESPONSIBILITY FOR ANY RISK OF DAMAGE to or loss of my personal property, including but not limited to, clothing, towels,

coolers, telephones, radios, music players or any other personal property brought to the Premises are subject to damage and loss and I agree to hold BECC harmless for such loss and/or damage.

2. Waive All Claims and Ability to Sue. As a guest, I RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE BECC from any and all liability to me, my estates, trusts, beneficiaries, representatives, executors, administrators, personal representatives, trustors, trustees, predecessor and successor trustees, attorneys, insurers, predecessors, successors and assigns, spouse, issue, heirs, and all minors and wards who accompany me to or are on the Premises for any and all loss or damage, and any claims or demands for injury to the person or property, or death or disability, arising out of my use of the Premises, whether caused by the negligence of BECC or otherwise.

3. Hold Harmless: I agree that I will DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS BECC against all losses, claims, demands, liabilities, damages, and causes of action including court costs, expenses and attorney's fees, directly or indirectly arising from any action or other proceeding brought by me, or brought for my benefit or for the benefit of my spouse, issue estate, heirs, trust, beneficiaries, guardians, successors and assigns, against BECC in connection with or arising out of my use of or being on the Premises or any activities on the Premises, whether caused by the negligence of BECC or otherwise. This extends to all claims of every kind and nature whatsoever, whether known or unknown. I expressly waive any benefit I may have under Section 1542 of the California Civil Code relating to the release of unknown claims and I understand that this law contains provisions designed to prevent me from waiving unknown claims that existed at the time of waiver, and I expressly agree to waive all rights that I might have under related sections and this law, which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

4. Broadest interpretation. I agree that this LIABILITY WAIVER AND RELEASE AND INDEMNITY AGREEMENT extends to all acts of negligence by BECC, and is intended to be as broad and inclusive as is permitted by California law, and that if any portion thereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

5. Rules, Instructions, Removal At Will: I agree to follow any and all rules of BECC, including, without limitation, those posted on Premises. I also agree to follow any instructions given by BECC board members, BECC members, agents, assistants, employees (including lifeguards) and independent contractors working on behalf of BECC. If BECC personnel observe violations of this section, I understand that I must immediately follow all of BECC's rules and instructions. If I do not, I will be asked to leave the Premises and I shall leave the Premises. As a guest, I further agree and expressly understand that the Premises are private and that I may enter onto and use the Premises only if invited by a member and only so long as accompanied by the member who invited or granted me permission to enter and use the Premises. I further understand that my entry onto and use of the Premises may be terminated at any time with no reason at the will of BECC.

6. Medical Authorization: In the event of injury, I give BECC the authority to make decisions

regarding medical care, including administration of medical care, and will defend, indemnify and hold BECC harmless for any injury or death that occurs as a result of this care.

7. Minors, Wards: If my minor child or ward is also a guest, I agree that I am entering into this Agreement on their behalf and on behalf of myself and all other parents and/or legal guardians, and that I have the legal authority to do so and that all terms and conditions of this Agreement apply to my minor child(ren) and ward(s).

8. Entire Agreement: This Agreement constitutes an integration of the entire understanding and agreement of BECC and me with respect to the subject matter herein. Any representations, warranties, promises, or conditions, whether written or oral, not specifically incorporated into this Agreement shall not be binding on BECC or me, and BECC and I each acknowledge that neither BECC nor I has relied, in entering into this Agreement, on any representation, warranty, promises, or conditions not specifically and expressly set forth in this Agreement. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Agreement.

9. Severability of Agreement: In the event that any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

10. Governing Law: This Agreement shall be interpreted in accordance with the laws of the State of California and any dispute concerning this Agreement, or any indemnification hereunder, shall also be interpreted in accordance with the laws of the State of California.

I HAVE READ THIS GUEST LIABILITY WAIVER AND RELEASE AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Guests:

_____	_____	_____
Guest name (Print clearly)	Guest signature	Date signed

_____	_____	_____
Guest name (Print clearly)	Guest signature	Date signed

Guests who are minors (younger than 18) or wards:

_____	_____	_____
Guest name (Print clearly)	Parent or Guardian signature	Date signed

_____	_____	_____
Guest name (Print clearly)	Parent or Guardian signature	Date signed

Cabana Club Member Name: _____