

Cedars Tennis Resort & Club

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

I have read the disclosures on the below and understand and accept all terms and conditions posted and disclosed to me in connection with the rental of a Unit or being a guest of a Unit Owner and relating to the use of any Unit, the Cedars Tennis Resort & Club facilities, including pools, tennis courts, the fitness center, meeting spaces, the pro shop and all amenities, related facilities, infrastructure and premises (the "Cedars Club Facilities"). I realize that I am bound by them as a condition of using the Cedars Club Facilities.

I understand and agree that it is my responsibility to assess the hazards presented by my entire or partial use of and activities on or in the Cedars Club Facilities, and further understand and agree that I am the ultimate judge as to whether I can use the Cedars Club Facilities safely and without risk of disease or illness to myself or others staying in the unit with me.

I further understand that I, my spouse, my significant other or any other person that is with me along with all minor children with any of us, (collectively, "affiliated persons") have been permitted to use the Cedars Club Facilities only upon my personal agreement to execute this waiver of liability, assumption of risk and indemnification agreement (the "Agreement").

I, on behalf of myself and the affiliated persons, hereby fully release, discharge, indemnify and hold harmless Cedars Tennis Resort & Club, its affiliated companies and each and every individual and/or entity through whom I have or may have rented a unit at Cedars, their directors, officers, board members, members, Unit Owners, employees, agents and assigns (collectively, "Cedars Club"), from any and all liability whatsoever for all claims, damages and causes of action, including attorneys' fees, related to any and all injuries and/or illnesses regardless of cause.

I further agree that neither I nor the affiliated persons shall make or file claims for myself or for the affiliated persons against Cedars Club for any injury and/or illness to me or any of the affiliated persons regardless of cause, and agree that Cedars Club shall not be liable to me or to the affiliated persons for any damages or loss arising from any injury or illness sustained by me or the affiliated persons in or around the Cedars Club Facilities resulting from the use of activities at our Cedars Club Facilities.

I hereby further acknowledge and assume full responsibility for any injury and/or illness that may occur to any person resulting from my actions and/or those of the affiliated persons while in or around the Cedars Club Facilities. I, on behalf of myself and the affiliated persons, fully release, discharge, indemnify and hold harmless Cedars Club from any and all liability whatsoever for all claims, damages and causes of action relating to injury or illness and arising directly or indirectly from such use of and activities on or in the Cedars Club Facilities.

I hereby further agree that should any person make or file any claim, proceeding, action or lawsuit against Cedars Club relating in any way to any injury and/or illness and resulting from my actions and/or those of the affiliated persons while in or around the Cedars Club Facilities, I and the affiliated persons shall defend, indemnify and hold harmless Cedars Club from any and all liability whatsoever, including for any and all claims, damages and causes of action, including attorneys' fees or otherwise, which Cedars Club may be required to pay as a result of any such claim, proceeding, action or lawsuit being asserted against Cedars Club.

I hereby further agree that should I or any of the affiliated persons make or file any claim, proceeding, action or lawsuit against Cedars Club which relates in any way to any injury or illness, I and the affiliated persons shall defend, indemnify and hold harmless Cedars Club from any and all liability whatsoever, including for any and all claims, damages and causes of action, including attorneys' fees or otherwise, which Cedars Club may be required to pay as a result of any such claim, proceeding, action or lawsuit being asserted against Cedars Club.

I have read the foregoing waiver of liability, assumption of risk and indemnification obligations, and by signing below, and using the Cedars Club Facilities, I hereby acknowledge and agree to all of the terms herein.

Signature

Date

Print Name

Email Address

Address of Rental Unit/Guest of Unit

Names of all AFFILIATED PERSONS (with ages if under 18).*

Note: Owner Guests are limited to a total of 4 (Primary + 3 Affiliates).

Affiliated Person 1

Affiliated Person 2

Affiliated Person 3

Affiliated Person 4

Affiliated Person 5

Affiliated Person 6

*Failure to disclose all affiliated persons with you at Cedars Club may result in loss of fob or access to the Cedars Club Facilities.