

**Sun City Lincoln Hills Community Association
SCLHCA ASSUMPTION OF RISK GENERAL WAIVER FORM**

(for Common Area Use, on and off site Activities and other Association sponsored events)

RELEASE: The undersigned (on my own behalf and on behalf of my heirs, personal representatives, successors and assigns), for and in consideration of the opportunity to use the Common Area of Sun City Lincoln Hills, including the Orchard Creek Lodge, Kilaga Springs Lodge, Meridians Restaurant and Sports Bar, and other Common Area property as defined in the Third Restated Master Declaration of Covenants, Conditions and Restrictions for Sun City Lincoln Hills, and to participate in offsite events and activities hosted, facilitated, arranged or sponsored by the Club/Association such as trips, offsite excursions, parties, softball, etc. (hereinafter, **ACTIVITIES**) releases and holds harmless the Sun City Lincoln Hills Community Association (“Association”), including respective officers, directors, employees and agents (hereinafter, the **“RELEASED PARTIES”**) from any and all claims and demands, rights and causes of action of any kind whatsoever which I now have or later may have against the **“RELEASED PARTIES”** in any way resulting from, arising out of, or in connection with the performance of their duties and my participation in any said **ACTIVITIES**.

This Release extends to any and all claims I have or later may have against the **“RELEASED PARTIES”** resulting from or arising out of their performance of their duties whether or not such claims result from negligence (except willful neglect) on the part of any or all of the **“RELEASED PARTIES”** with respect to the **ACTIVITIES** or with respect to the conditions, qualifications, instructions, rules or procedures under which the **ACTIVITIES** are conducted or from any other cause, as well as claims arising from the facilities (and equipment and items therein) where the **ACTIVITIES** take place, including without limitation buildings, rooms, parking lots, restrooms, hallways, seating, landscaping, patios, and walkways. I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE **“RELEASED PARTIES”** FOR ANY INJURY RESULTING TO MYSELF OR MY PROPERTY ARISING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES IN SPONSORING, PLANNING OR CONDUCTING THE ACTIVITIES.

ASSUMPTION OF RISK: I am voluntarily participating in the **ACTIVITIES** and I expressly agree to assume the entire risk of any accidents or personal injury, including death, which I might sustain to my person and property as a result of my participation in the **ACTIVITIES**, including risks associated with the facilities, as listed above, where the **ACTIVITIES** takes place, and any negligence (except willful neglect) on the part of any or all of the **“RELEASED PARTIES”** in performing their duties.

WAIVER OF RIGHTS UNDER STATE STATUTES

I further agree to waive all benefits flowing from any state statute which would negate or limit the scope of this release and indemnification agreement, including but not limited to Section 1542 of the California Civil Code which provides:

“A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known to him must have materially affected his settlement with the debtor.”

By signing this release, I certify that I have read this release and fully understand it and that I am not relying on any statements or representations made by the **“RELEASED PARTIES.”**

THIS IS A RELEASE-READ BEFORE SIGNING

Member Number _____

Signature _____

Print Name _____

Address _____

City/State/Zip _____

Date _____

THIS FORM MUST BE SIGNED AND RETURNED TO CLUB: _

Lincsters Membership Chair – Nancy Hastings