



Manhattan Beach Badminton Club

516 Eighteenth St., P.O. Box 3339, Manhattan Beach, CA 90266
310.545.9052 www.mbbadmintonclub.com

Please Read Carefully

Assumption of Risk, Liability Waiver, Release and Indemnify Agreement

In consideration of my membership in the Manhattan Beach Badminton Club (“Club”), on behalf of myself, and my respective heirs, executors, guardians, legal representatives, and administrators and assigns, I agree and acknowledge the following, which shall survive any termination of my membership.

1. **Club Rules.** I agree to abide by the Club’s Bylaws and Principals Governing Use of the Manhattan Beach Badminton Club and Grounds and any other policies or rules of the Club, as such Bylaws, Principals and any other policies or rules, including (a) the payment of dues and assessments, (b) performance of work days, and (c) policies and procedures regarding guests.
2. **Assumption of Risk.** Participation in Club activities and use of Club facilities is entirely voluntary and for my recreational and social enjoyment. I recognize that use of the Club’s facilities and participation in Club-related activities involves risks and dangers, including, but not limited to, the risks of personal injury, property loss, drowning, consumption of food or drink, risk aid and emergency treatment and I freely assume all risks including unforeseen risks. The Club is not my insurer. I will maintain such insurance, as I deem prudent to protect myself, my family and guests from all risks.
3. **Liability Waiver and Release.** To the fullest extent permitted by law, I waive all claims, forever release and promise not to sue the Club for any and all harm, loss, personal injury or property loss and any and all actions, causes of action or demands therefore or related to, arising from use of the Club’s facilities or participation in any Club-related activity by me, my family and guests, including as a result of any negligence of the Club.
4. **Indemnification; Attorney’s Fees.** If I, or any third party, make any claims or sue the Club as a result of any act or omission of family, my guests, or myself I promise to hold harmless and indemnify the Club from and against any damage, liability, loss cost or expense including attorney fees, in connection with such claim or suit. If I sue the Club, the prevailing party will be awarded reasonable attorneys’ fees and costs incurred in such action or proceeding, or in the enforcement of any judgment or award rendered.
5. **Interpretation.** The “Club” shall mean the Manhattan Beach Badminton Club, its owners, members, directors, officers, employees, agents, assigns and representatives of any of them. This Agreement contains all of the understandings between me and the Club regarding the subject matter hereof, and may be modified only in a written instrument signed by the party to be charged. The above release and indemnity provisions are intended to be as broad and inclusive as permitted by law. The provisions of this Agreement shall be interpreted in such a way, as to render them valid whenever possible, and any ambiguity shall not be strictly construed against the Club. If any part of this Agreement is held invalid by a court having jurisdiction, the remainder shall continue in full force and effect.

By signing below I certify that I have carefully read, understand and agree to all of the above terms.

Print Name

Print Name

Signature

Date

Signature

Date