

**EL MACERO COUNTRY CLUB**

**AQUASTARZ AGREEMENT AND WAIVER OF LIABILITY**

Please read carefully! This is a legal document that affects your legal rights!

Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

This Release and Waiver of Liability (the "Release") executed on \_\_\_\_\_, by \_\_\_\_\_ (the "Aquastarz participant"), in favor of El Macero Country Club, a nonprofit mutual benefit corporation its directors, officers, employees, Aquastarz participant and agents (collectively, "EMCC").

Aquastarz participants hereby freely, voluntarily and without duress executes this Release under the following terms:

RELEASE AND WAIVER. Aquastarz participant hereby releases and forever discharges and holds harmless EMCC and its successors and assigns from any all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from using the pool at EMCC. Aquastarz participant understands that this Release discharges EMCC from any liability or claim that the Aquastarz participant may have against EMCC with respect to any bodily injury, personal injury, illness, death or property damage that may result from EMCC, whether caused by the negligence of EMCC or its officers, directors, employees, or agents or otherwise. Aquastarz participant also understands that EMCC does not assume any responsibility for or obligating to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.

MEDICAL TREATMENT. Aquastarz participant does hereby release and forever discharge EMCC from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the pool use with EMCC.

INSURANCE. Aquastarz participant understands that, except as otherwise agreed to by EMCC in writing, EMCC does not carry or maintain health, medical or disability insurance coverage for any Aquastarz participant. Each Aquastarz participant is expected and encouraged to obtain his or her own medical or health insurance coverage.

OTHER. Aquastarz participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Aquastarz participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Aquastarz participant has executed this Release as of the day and year first above written.

Aquastarz participant Signature (or legal guardian if under 18 years old):

Signature \_\_\_\_\_ Date \_\_\_\_\_