

Waiver of Liability

This Agreement waives the liability of the Greenway Club at Falls River for any use of the services and facilities at the Greenway Club at Falls River, including but not limited to the tennis courts, grounds, *[swimming pools,]*and clubhouse building.

PLEASE READ CAREFULLY AND SIGN BELOW.

1. I, the applicant signing below, wish either for myself, my spouse and/or my children to utilize the services and facilities at Greenway Club at Falls River, including but not limited to the tennis courts, grounds, *[swimming pools,]*and clubhouse building.

2. I hereby agree that the use of the services and facilities at the Greenway Club at Falls River, included but not limited to the tennis courts, grounds, *[swimming pools,]*and clubhouse, is at my, my spouse, and/or my children's own risk. As a condition of my, my spouse, and/or my children's use of such services and facilities at the Greenway Club at Falls River, including but not limited to the tennis courts, grounds, *[swimming pools,]*and clubhouse building, I, on behalf of myself, my heirs and assigns and on behalf of my spouse and/or children expressly agree to forever discharge, waive and release WEC Properties, LLC, Aquatic Management Group, Inc., The Greenway Club, LLC, and The Greenway Club at Falls River Inc., and their members, managers, stockholders, directors, officers, employees, management, staff, services, agents, predecessors, successors, assigns, and representatives of any kind (collectively "*Releasee*"), from any and all claims, demands, injuries, liabilities, actions, causes of action (together "*Claims*"), on account of any and all injuries or damages, including but not limited to bodily injury, mental injury, death, and/or property damage from any event, mishap, accident, loss, damage or injury suffered by myself or my child resulting from or connected with or caused by the use of the services and facilities at the Greenway Club at Falls River, including but not limited to the tennis courts, grounds, *[swimming pools,]*and clubhouse building, including Claims resulting from the active or passive negligence of Releasee. I further agree to defend, indemnify and hold harmless Releasee from Claims arising from, connected to, and/or arising from my, my spouse, and/or my children's or guest's use of the services and facilities the Greenway Club at Falls River, including but not limited to the tennis courts, grounds, *[swimming pools,]*and clubhouse building. Further, I release and discharge Releasee from any and all liability for any loss, theft of or damage to personal property, including without limitation automobiles and the contents of lockers.

3. I declare and affirm that I, my spouse, and/or my children am (or are) in good medical and physical condition, and use of the services and facilities at the Greenway Club at Falls River does not pose any danger to my, my spouse, and/or my children's health. I further agree to abide by the rules and regulations of the Greenway Club at Falls River, as they now exist or may be amended in the discretion of the Greenway Club at Falls River.

I have read and understand the above and foregoing and acknowledge my consent to terms of this Waiver and Release for myself, my spouse, and my child(ren). My spouse, if applicable, is also signing below to signify my spouse's consent to my executing this Waiver of Liability on my spouse's behalf.

_____	_____	_____
Applicant (print name)	Applicant (sign name)	Date
_____	_____	_____
Spouse (print name)	(sign name)	Date
_____	_____	_____
Child's Printed Name	Parent/Guardian (sign name)	Date
_____	_____	_____
Child's Printed Name	Parent/Guardian (sign name)	Date
_____	_____	_____
Child's Printed Name	Parent/Guardian (sign name)	Date