

THE CLUB AT FLOWERS PLANTATION

I. Introduction

This Assumption of Risk, Release of Liability, and Indemnification Agreement (this “**Agreement**”) is designed to protect The Club at Flowers Plantation, River Dell Investment, LLC, its directors, officers, employees, agents, and representatives (collectively, the “**Club**”) from liability associated with the voluntary use of The Club at Flowers Plantation recreational facilities, including without limitation, the Fitness Center, Outdoor Swimming Pool, Indoor Swimming Pool and Spa Area, and outdoor field area (collectively, the “**Facilities**”). All members/guests who voluntarily choose to use the Facilities, whether individually or as a participant in recreational sports programs, must read and sign this Agreement to indicate their awareness, acknowledgement, and consent to the terms and conditions contained herein. If such a member/guest is less than 18 years of age, the member/guest parent or legal guardian must also read and sign this Agreement.

II. Assumption of Risks

Some of the Facilities are equipped with recreational and fitness equipment, such as treadmills, stationary bikes, free weights, and resistance machines (collectively, the “**Equipment**”). Use of the Facilities and Equipment is voluntary and involves certain risks, including risks of personal injury, death, and other loss associated with physical activity. These risks include, without limitation, injuries to bones, joints, muscles, tendons, ligaments, internal organs, bodily systems, and personal property. I have read, understand, and voluntarily assume these risks as they relate to my use and enjoyment of the Facilities and Equipment.

III. Release of Liability and Indemnification

I acknowledge that use of the Facilities and Equipment involves certain risks, including those described above. I also acknowledge that the Club may not anticipate or protect against all such risks. THEREFORE, IN CONSIDERATION FOR BEING ALLOWED TO USE THE FACILITIES AND EQUIPMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY AGREE TO RELEASE, INDEMNIFY, DEFEND, AND HOLD THE CLUB HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, JUDGMENTS, LOSSES, ACTIONS, CAUSES OF ACTION, FEES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES)

By signing this Agreement, I acknowledge and agree that: (i) I have carefully read this entire Agreement; (ii) I understand that I am giving up legal rights that I may otherwise have, including the right to sue; (iii) I have had an opportunity to consult with the advisor or attorney of my choice regarding this Agreement; and (iv) my use of the Facilities and Equipment is voluntary.

X _____
Signature of Member/Guest

_____ Date

Name of Member/Guest (Please Print) _____ Member Number (Guest – Please Write Guest) _____

If the Member/Guest above is less than 18 years of age, the Member/Guest parent or legal guardian must also read and sign this Agreement.

I am the parent or legal guardian of the member/guest above. I have read this Agreement and voluntarily agree for myself and the individual listed above to be bound by its terms.

X _____
Signature of Parent/Guardian

_____ Date

Name of Parent/Guardian (Please Print) _____ Member Number (Guest – Please Write Guest) _____

RESULTING FROM OR ARISING OUT OF MY USE OF THE FACILITIES AND EQUIPMENT.

IV. Applicable Rules, Policies, and Procedures

Use of the Facilities and Equipment is a privilege, not a right, and shall comply with and be subject to: (i) the rules of each Facility; (ii) the instructions for each piece of Equipment; and (iii) applicable Club policies and procedures. I acknowledge and agree that this privilege may be modified or revoked and I may be subject to discipline by the Club if I fail to comply with such rules, instructions, policies, or procedures.

V. Lockers and Personal Property

Some of the Facilities are equipped with lockers for the storage of personal property (the “**Lockers**”). The Lockers are provided for the convenience of the Facilities’ users and the Club assumes no liability and makes no representations or warranties regarding the safety or security of property stored therein. I acknowledge and agree that the Club shall not be responsible for any loss or damage to personal property stored in the Lockers and I hereby assume any risks of the same by using them.

VI. Governing Law

The laws of the State of North Carolina, without regard to conflict-of-laws principles, shall govern all matters arising out of or relating to this Agreement. Any claim or action arising out of or relating to this Agreement must be brought exclusively in a court of competent jurisdiction in Johnston County, North Carolina, and I voluntarily submit to the jurisdiction of such courts for this purpose.

VII. Survival of this Agreement

I agree that in the event of my death or disability, the terms of this Agreement will be binding on my estate, and my personal representative, executor, administrator, parent or guardian will be obligated to respect and enforce them.

VIII. Severability

I agree that if any portion or provision of this Agreement is adjudged to be invalid, unenforceable, or overbroad, then: (i) the remainder of this Agreement will continue in full force and affect; and (ii) such portion or provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this Agreement.