

THE CRYSTAL FALLS ASSOCIATION
Informed Consent, Release, and Waiver Agreement
for
Recreational Facilities

In consideration of being allowed to use the recreational facilities and participate in the activities of THE CRYSTAL FALLS ASSOCIATION ("Association") described below ("Activity"), I _____
owner/renter/guest of Lot# ____ as Participant or the legal guardian of the Participant, declare as follows:

1. **TO ASSUME ALL RISKS.** I understand that there are inherent serious risks or injuries associated with participating in the Activity, and I knowingly and freely assume all such risk, both known and unknown, including those that may arise out of the negligence of myself, other participants of the Activity and the Association. I understand that part of the risk involved in undertaking the Activity is relative to my own state of fitness and/or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in that Activity. I acknowledge that my choice to participate in any Activity brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.

I acknowledge that use of the Association's recreational facilities includes a risk of contracting COVID-19 or other communicable diseases and that entering and using the Association's recreational facilities may expose me to infection, personal injury, illness, permanent disability or death.

2. **TO INDEMNIFY AND DEFEND.** By signing this document, I acknowledge that I have voluntarily chosen to participate in the Activity. I assume all risk for my health and, on behalf of myself, my heirs, beneficiaries, dependents and personal representatives, I agree to indemnify, defend and hold harmless the Association, its directors, officers, members, employees, agents, managers, volunteers or any other representative of the Association from any and all damages, liabilities, claims, demands, expenses, attorneys' fees and costs, and/or causes of action incurred by or asserted against the Indemnified Party that are alleged to have arisen out of, or in any manner directly or indirectly related to my participation in the Activity.

3. **TO RELEASE FROM LIABILITY.** I will not present or file any claim for personal injury, property damage, wrongful death, or any other action against the Association, its officers, directors, members, employees, agents, managers, volunteers, or any other representative of the Association based upon or arising out of any Activity and hereby release, waive, discharge, relinquish any action or causes of action, which may hereafter arise from any and all liability, claims, demands, losses or damages caused or alleged to be caused in whole or in part by the **negligence** or other acts or omissions of the Association with respect to the Activity.

4. **TO WAIVE UNKNOWN CLAIMS.** I hereby expressly waive and relinquish any rights under California Civil Code Section 1542 which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with debtor."

I declare that the terms of this Informed Consent, Release, and Waiver Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the Activities described below.

Name of Participant: _____

Crystal Falls address: _____

Emergency Contact (list 2):

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Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

Participant's Signature: _____ Date: _____

Guardian of Minor

In consideration of the minor being permitted to enter and use the Association's recreational facilities, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor and to make decisions for the minor regarding use of the Association's recreational facilities. I also agree to RELEASE AND HOLD HARMLESS the Association from all liabilities and claims that arise in any way from any illness, injury, loss, harm or death that occurs to the minor in any way related to entering and use of the Association's recreational facilities. This includes any claim of the minor and any claim arising from the negligence of the Association.

Guardian's Signature: _____ Date: _____

Initial

Horse Related Activities: I acknowledge and accept the risks and dangers inherent in horseback riding and other horse related activities including without limitation: the propensity of a horse to behave in ways that may result in injury or harm to, or the death of persons on or near the horse or result in an injury or death to other animals, such as bucking, biting, kicking, rearing, shying, falling, bolting or stepping on persons or other animals; the unpredictability or a horse's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions, collisions with other horses, animals or objects; and the potential of another horse owner to not maintain control over its horse or horses.

[I am] [The above minor is] capable of holding my/their seat on the horse during the wrangler led arena ride. I understand all riders are required to wear a safety helmet at all times when in the arena.

Gym Use: I acknowledge and accept the risks and dangers inherent in strenuous exercise and use of exercise equipment, including without limitation the risk of equipment malfunction, improper use of equipment, injury, and death, and acknowledge that I must be aware of my own personal fitness limits and am responsible for knowing the proper use of gym equipment.

Clubhouse: I acknowledge and accept the risks and dangers inherent in using the Clubhouse, and in particular the cooking equipment available in the clubhouse, including without limitation the risk of equipment malfunction, improper use of equipment, injury, and death, and acknowledge that I must use caution and am responsible for knowing the proper use of the Clubhouse facilities, including the cooking equipment.

Lakes: I acknowledge and accept the risks and dangers inherent in swimming and other activities in or near the Lakes, including without limitation, the risk of drowning and severe injury. I acknowledge and accept that swimming in Lower Lake behind the island, or jumping off the stump behind the island, swimming near the spillways, and diving from the spillways are prohibited and that violating this prohibition is inherently dangerous. I acknowledge and accept that there are no lifeguards or supervising adults on duty at the Lakes.