

PARENTAL LIABILITY RELEASE AND INDEMNIFICATION FORM

WHEREAS, the undersigned, parent or legal guardian of _____ (the “Child”), wishes to allow said Child to utilize certain physical fitness equipment and facilities (the “Equipment and Facilities”) of Chatmoss Country Club, Inc. (“Chatmoss”); and

WHEREAS, as an absolute prerequisite to allowing the use thereof by said Child, Chatmoss requires the execution of this instrument;

NOW, THEREFORE, for good and valuable consideration, the undersigned, on his or her behalf and on behalf of said child and his or her heirs, personal representatives, successors and assigns, hereby represents and warrants as follows:

1. That the undersigned and the Child have fully inspected the Equipment and Facilities and are completely familiar with the proper operation and use thereof;

2. That the undersigned and said Child acknowledge and agree that Chatmoss has made absolutely no warranties or representations whatsoever regarding the fitness or condition of the Equipment and Facilities and fully accept them in their current condition, with any and all defects;

3. That the Child is physically fit and capable of using the Equipment and Facilities;

4. That the undersigned and said Child assume all risk of personal injury that may result from the utilization of the Equipment and Facilities by the Child; and

5. That Chatmoss and its officers, directors, agents, employees and members, and all other persons, corporations, firms, associations or partnerships, are hereby released of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever of every kind and nature, known or unknown, direct or indirect, which the undersigned or the Child now has or which may hereafter accrue, arising from or with regard to the utilization of the Equipment and Facilities by the Child.

6. The undersigned hereby agrees to indemnify, defend, reimburse and hold the Club and its officers, directors, agents, employees and members completely harmless from any and all claims, demands, damages, causes of action and other liabilities of every kind, nature and description, including without limitation costs, expenses and attorneys’ fees, to any person or property arising directly or indirectly from the Child’s use of the Equipment and Facilities.

WITNESS the following signature and seal this ____ day of _____, 2009:

IMPORTANT: TAKE NOTICE THAT THIS INSTRUMENT ADDRESSES SERIOUS LEGAL ISSUES. DO NOT SIGN BELOW UNLESS YOU FULLY UNDERSTAND AND AGREE WITH ALL OF THE PROVISIONS HEREOF. SEEK LEGAL ADVICE IF IN DOUBT.

_____(SEAL)

[print name]