

**Friendly Park, Inc.  
New Membership Agreement**

**Assumption of Risk, Release and Indemnity Agreement**

**Assumption of Risk:** I understand that the Activities<sup>1</sup> in which I (or my child(ren)) will engage in cooperation with the Friendly Park, Inc. (the Pool) involve inherent and other risks, including but not limited to risks such as slip and fall accidents, diving accidents, and drownings and near-drownings. I acknowledge that I am solely responsible for determining my (or my child(ren)'s) suitability to participate in the Activities. I acknowledge that I (or my child(ren)) share(s) responsibility for my (his/her/their) safety and will follow instructions, make reasonable decisions, and act responsibly. Further, I assume all inherent and other risks and accept responsibility for any property damage and loss and for any personal injury, illness, disability, emotional distress, and death that I (or my child(ren)) may suffer, whether described in this document or not.

In consideration for the Pool providing services and facilities and allowing me (or my child(ren)) to participate/observe in the Activities, I agree to the following:

**Waiver and Release:** I, (and on behalf of my child(ren)) agree to forever waive, release and discharge the Pool, board members, officers, agents, employees, staff, and volunteers (together "Released Parties") from, and agree not to sue the Pool or Released Parties for, any and all liability that I (or my child(ren)) may have for any claims, including but not limited to, for property damage and loss, personal injury, emotional distress, illness, disability, and death, related to my (or my child(ren)'s) participation in the Activities or use of any equipment or facilities. This release is for any type of claim, including breach of contract, fraud, or any other type of suit and includes personal injury and property losses alleged to be caused by the negligence of the Pool or Released Parties to the fullest extent permitted by law.

**Indemnity:** I further agree to indemnify and reimburse the Pool and all Released Parties from and for any sums, costs, or expenses incurred by the Pool or any of the Released Parties or paid by them to any person (including me, my child, or my insurers) in connection with any loss, harm, injury, accident, or damage sustained by my child, me, or others in connection with my (or my child(ren)'s) use of the swimming pool, tennis courts and other facilities or participation in any Activities. This means that I will reimburse the Pool and any Released Parties if anyone makes a claim against them based on damages or injuries I or my child(ren) may suffer.

**Additional Provisions:** I agree that the laws of North Carolina (but not any North Carolina law that would apply the laws of another state) govern this Agreement. I further consent that any dispute, mediation or suit I (or my child(ren)) have with the Pool or Released Parties will be addressed in the venue and jurisdiction of Greensboro, Guilford County, NC. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without effect on the enforceability of the remaining provisions. I understand that this Agreement has no expiration date and remains in effect at all times that I (or my child(ren)) are members of the Pool or are observing or participating in the Activities and will be binding on me, my family members, heirs, assigns, executors, representatives, and estate.

<sup>1</sup> Activities are defined as anything 1) associated with, 2) directed by, 3) offered by and/or 4) occurring at or near Friendly Park, Inc., including, without limitation, swim, tennis, basketball, soccer, volleyball or other lawn games.

I have read this Agreement, and the information contained herein, I understand its contents, and I sign it voluntarily. I hereby warrant that I have legal authority to act on my child(ren)'s behalf and agree to the above terms and conditions for myself and my child(ren).

All members age 18 and older must sign a waiver.

\_\_\_\_\_  
Friendly Park Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Friendly Park Member

\_\_\_\_\_  
Date