

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, that the undersigned person, being a property owner in QUAIL CREEK SUBDIVISION/QUAIL CREEK SOUTH SUBDIVISION, QUAIL CREEK EXTENSION SUBDIVISION, does hereby acknowledge and agree as follows:

1. The undersigned certifies that he/she is a record owner of Lot Number _____ also known as Address _____.
2. Appearer is a person of full age of majority, and is authorized to execute this Release, Hold Harmless and Indemnity Agreement, in favor of Quail Creek Swim & Racquet Club, Inc. and Quail Creek Property Owners Association, Inc.
3. Appearer herein has the right to use the recreational tennis court facility and pool as a member in good standing of The Quail Creek Property Owners Association, Inc., and certifies by signing this document that appearer is current on all dues and that the failure to remain current on all dues in connection with the property owners association may result in the forfeiture of the rights to use the clubhouse, park, soccer field, playground, pool, and recreational tennis court facility.
4. Appearer understands fully that neither the Quail Creek Property Association, Inc. nor the Quail Creek Swim & Racquet Club, Inc., which are named herein above, take any responsibility for the condition of the clubhouse, park, soccer field, playground, recreational tennis court facility, pool, or for the supervision of those who utilize the facility, or for the enforcement of any rules or warnings which may now or hereafter be posted at the facility. Use of the recreational facility by the appearer or by the appearer's family or invitees is an acceptance of the condition of the facility at the time of its use.
5. Use of the recreational facility by the appearer or by the appearer's family, invitees or clients is an acceptance of the condition of the facility at the time of its use.
6. Appearer for the benefit of appearer and that of the appearer's family, invitees or clients does hereby voluntarily waive any and all rights which the appearer, appearer's family, invitees or clients may otherwise have had, in connection with any personal injury or property damage, to proceed against Quail Creek Swim & Racquet Club, Inc., and The Quail Creek Property Owner's

Association, Inc., so that in the event that there is a n injury to any person or damage to property on the grounds or site of the clubhouse, park, soccer field, playground, recreational tennis court and/or pool/clubhouse facility, then no suit shall be filed against Quail Creek Swim & Racquet Club, Inc., or The Quail Creek Property Owners Association, Inc. or against any of its employees and/or stockholders, in recognition of the fact that all liability of every description in connection with the use of the premises/facility is to be borne by those who elect to use the clubhouse, park, soccer field, playground, pool, tennis court facility.

7. In the event that appearer, appearer's family, invitees or clients does suffer personal injury or property damage, then the appearer, on his/her own behalf and on behalf of appearer's family, invitees or clients does hereby fully release and hold harmless Quail Creek Swim & Racquet Club, Inc., and The Quail Creek Property Owners Association, Inc., their employees and/or stockholders in connection with any claims which might be asserted therewith. This indemnity shall obligate appearer to reimburse Quail Creek Swim & Racquet Club, Inc. and The Quail Creek Property Owner's Association, Inc. and/or their employees and/or stockholders for any damages and/or costs which might be awarded in connection with any claim made by appearer's family, invitees or clients, together with legal fees incurred by any of the parties or companies herein held harmless in connection with defending the claim.
8. In executing the Release, Hold Harmless and Indemnity Agreement, appearer acknowledges that anyone under eighteen (18) years of age is not allowed to utilize the recreational tennis court facility or pool without having a property owner/parent on site for the purposes of supervision and the said property owner shall at all times be responsible for the actions of the minor. See exceptions in pool rules when lifeguards are present.
9. Appearer acknowledges that this Release, Hold Harmless and Indemnity Agreement are given after reading the whole of this document and the appearer has voluntarily executed this Release, Hold Harmless and Indemnity Agreement, and assumes full and complete responsibility for the use of this facility by appearer, appearer's family, invitees or clients.

Date _____

Property Owner/Tenant Signature _____

Print Name _____

Pool Card # _____

Tennis Key # _____

WITNESS: _____

List Children Using the Above Amenities:
