

## RELEASE, HOLD HARMELSS AND INDEMNITY AGREEMENT

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 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 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 recreational tennis court facility, 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 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 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 twenty one (21) years of age is not allowed to utilize the recreational tennis court facility 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.
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.

WITNESS:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## TENNIS COURT RULES

1. Quail Creek Homeowners and their guests only.
2. Absolutely NOT permitted on the courts:
  - Rollerblades or skates
  - Bicycles or skateboards
  - Motorized vehicles
  - Basketballs, baseballs, etc.
  - Breakable containers
  - Street Shoes
3. No sitting, climbing or hanging on the nets
4. Please help keep OUR courts clean and free from surface damage
5. Lock the gate when leaving.

**I have read and understand the tennis court rules. It is understood that my signature represents the agreement of myself and my family to follow these court rules while using the Quail Creek Tennis Courts. I understand there is a \$10.00 replacement fee for lost keys.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

**Paid \$10 for 1<sup>st</sup> key by : \_\_\_\_\_ Check Number**