

**BAY CREEK BEACH CLUB
MEMBER LIABILITY WAIVER**

Member Name: _____

Member No.: _____

I. RULES AND REGULATIONS

I hereby acknowledge the existence and the need for rules, regulations and policies governing the use of Beach Club equipment and facilities and participation in programs and services. I agree to comply with the Rules and Regulations as presently in effect or as they may hereinafter be modified, amended or supplemented. Bay Creek reserves the right to modify, amend or supplement the Rules and Regulations from time to time at its sole discretion.

II. LIABILITY FOR PERSONAL PROPERTY

Bay Creek shall not be liable to a Member or any of the Member's guests for any personal property that is damaged lost, or stolen while on or around Beach Club premises including, but not limited to, a vehicle or its contents or any property left in a locker. Beach Club lockers are for daily use only and all personal property will be removed from those lockers each day. Members shall be liable to Bay Creek for any damage to Beach Club facilities or any equipment, furniture or fixtures located thereon caused by the Member or any of the Member's guests.

III. WAIVER OF LIABILITY; ASSUMPTION OF RISK

I hereby acknowledge that the use of Beach Club facilities, equipment, services and programs involves an inherent risk of personal injury to the Member and Member's guests. I voluntarily agree to assume all risks of personal injury to the Member, Member's spouse, children, unborn children, other family members and guests and waive any and all claims or actions against Bay Creek, any parent, subsidiaries or other affiliates and any respective officers, directors, employees, insurers, agents and assigns for any such personal injury, including, without limitation, injuries arising from use of exercise equipment, swimming pools, games, supervised or unsupervised activities and programs, locker rooms, hot tubs, saunas, showers and dressing rooms.

I shall indemnify Bay Creek, its parent, subsidiaries and affiliates and each of their officers, directors, employees, insurers, agents, successors and assigns and save and hold each of them harmless against any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this waiver and Member's membership.

Dated: _____, 20__

Member Signature

ACCEPTED BY

**BAY CREEK SOUTH, LLC, d/b/a
BAY CREEK RESORT & CLUB**

By: _____
Authorized Representative

Dated: _____, 20__