

SUN VALLEY ASSOCIATES, INC.

P.O. Box 64

Lexington, MA 02420

WAIVER OF CLAIM

It is expressly agreed that members of the Sun Valley Association, their minor children and wards, and non-member users, their minor children and wards, and their guests (individually and collectively hereinafter referred to as "*the Users*"), assume all risks related to the use of the Sun Valley Association facilities, including but not limited to the swimming pool, tennis courts, and parking lot, and any transportation provided by Sun Valley Association, its members or employees. *The Users* shall abide by the Sun Valley Rules, hereby included by reference.

It is also expressly agreed that the Association, its Board Members, the Bond Holders, its officers, its employees or agents shall not be liable to *the Users*, their personal guests, their successors and assigns, for any injuries or any damage to the property of *the Users*, or their personal guests, or be subject to any claim, demand, injury or damages resulting from acts or omissions on the part of the Association, its officers, employees or agents.

The Association shall not be responsible or liable to *the Users* or their guests for property damaged, lost or stolen in or about the Association's facilities.

The Users or their guardians shall assume full legal liability for their guests in connection with their guest's use of any and all Sun Valley facilities.

My signature below confirms all household members who are 18 years old or older have read this *Waiver of Claim*, the *Sun Valley Rules* and agree to abide by them. If more than one person signs this agreement, the obligation shall be joint and several. If any part of agreement should be found unenforceable, all other parts shall remain in full force.

I certify the names of all household member-users have been listed on this membership application.