

**BELL CANYON ASSOCIATION**  
**RELEASE AND INDEMNIFICATION AGREEMENT**

I hereby acknowledge that I have asked to receive a key fob so that I may use the exercise facilities ("Facilities") at the Bell Canyon Association ("Association"). I further acknowledge that the Association will not allow me to use the Facilities without a release of liability from me in connection with any damages or injuries which might result in connection with the use of the Facilities by me, anyone in my household who may use my key fob ("Co-Resident") and/or any guest of mine or a Co-Resident.

Accordingly, in consideration of providing me a key fob to use the Facilities, I, on behalf of myself, my successors, assigns, Co-Residents, guests (including the guests of Co-Residents) and heirs and anyone claiming through or under me, hereby release and forever discharge and hold harmless, and agree to indemnify and defend, the Association and its respective agents, employees, directors, officers, members, insurers, subsidiaries (including the Bell Canyon Community Center, Inc.), successors and assigns from and against all claims, damages, liabilities, injuries losses and expenses, liens and charges of every type and nature including reasonable attorneys' fees and costs, arising out of, or in connection with the use of the Facilities by me, my Co-Residents, and/or any guest of mine or a Co-Resident.

This Release extends to all claims whether or not claimed or suspected by me with regard to such use of the Facilities and constitutes a waiver of each and all the provisions of the California Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I understand that the facts in respect of which this Release is given may hereafter turn out to be other than or different from the facts in that connection now believed by me to be true; and I hereto accept and assume the risk of the facts turning out to be different and agree that this Release shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts. You have read this Agreement, understand it and are signing it knowingly, voluntarily, and of your own free will. You acknowledge that The Association is hereby advising you that you have a right to consult with an attorney at your own expense before signing this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this release on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address