

WAIVER AND RELEASE INCLUDING CHILD OVER AGE OF 14

I intend to use some or all of the activities, facilities, programs and services offered by the Taos Spa & Tennis Club. In consideration of being permitted such use, I do hereby **WAIVE, RELEASE AND FOREVER DISCHARGE** the Taos Spa & Tennis Club, its officers, employees, agents, representatives and all others acting on its behalf from any claims or causes of action (known or unknown) for any and all injury, illness, damage or loss that may occur to me or my property as a result of my participation in any aspect of the activities, facilities, programs or services offered at or by the Taos Spa & Tennis Club, including, but not limited to, my use of equipment or machinery in connection with the activities, facilities, programs and services offered at or by the Taos Spa & Tennis Club.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities, facilities, programs and services offered at or by the Taos Spa & Tennis Club. The Taos Spa & Tennis Club recommends that any person obtain a physician's examination and approval prior to beginning any exercise program. I acknowledge that I have either had a physical examination and have been given a physician's permission to participate in these activities, facilities, programs and services, or that I have decided to participate in these activities, facilities, programs and services without the approval of my physician.

I am the parent or guardian of _____ ("**Child**"), who is over the age of 14. Child is physically sound and suffering from no condition, impairment, infirmity or other illness that would prevent Child's participation in any of the activities, facilities, programs and services offered at or by the Taos Spa & Tennis Club. In addition Child has obtained adequate instruction and training in the use of any and all equipment Child intends to use at the Taos Spa & Tennis Club.

I understand that each person (myself included) has a different capacity for participation in physical exercise. I agree that both my participation and Child's participation in any and all activities, facilities, programs and services provided at or by the Taos Spa & Tennis Club is at our own risk and that I, both on my own and on Child's behalf, assume any and all risk of injury, illness, damage or loss that might result.

I further agree to indemnify the Taos Spa & Tennis Club for any and all legal expenses incurred in defending against any claim or suit brought against the Club to

recover damages for personal injury sustained by me and/or Child in connection with my or Child's participation in any activity, facility, program or service offered by the Club.

I DECLARE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE CONTENTS OF THIS WAIVER, RELEASE AND INFORMED CONSENT IN ITS ENTIRETY.

Signature: _____

Print Name: _____