

**SUN CITY TEXAS – RESIDENT  
CONSENT, RELEASE, AND WAIVER OF LIABILITY AGREEMENT**

1. This is a Consent, Release, and Waiver of Liability Agreement (“**Agreement**”) for use of Sun City facilities. The terms used in this Agreement are defined as follows:

- **I, Me, or My** shall mean the person and/or persons signing the Agreement below.
- **Facilities** shall include, without limitation, any amenities provided by or maintained by Sun City such as golf courses, golf areas, driving ranges, fitness centers, outdoor sports fields, lakeside amphitheater, pools, softball, tennis, bocce, craft and other workshops and meeting rooms provided by Sun City, and any other amenities or services provided by or maintained by Sun City.
- **Sun City** shall mean the Sun City Texas Community Association, Inc.
- **Sun City Affiliates** shall mean Sun City, Del Webb Corporation, as well as its/their employees, servants, agents, board members, committees, officers, directors, chartered clubs, subsidiaries, assigns, agents, and other affiliated or related entities.

2. In consideration for receiving permission to use the Facilities of Sun City, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Sun City Affiliates from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Me, or to any property belonging to Me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE SUN CITY AFFILIATES**, or otherwise, while participating in any activities at the Facilities, or while in, on or upon the premises where the Facilities are located.

3. I elect to voluntarily participate in any activities at the Facilities, and to enter the above-named premises and engage in activities at or near the Facilities knowing that certain risk of harm are or may be inherent in the various activities contemplated herein and that the activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me,** while participating in any activities at the Facilities, or while in, on or upon the premises where the Facilities are located, **WHETHER CAUSED BY THE NEGLIGENCE OF the Sun City Affiliates, or otherwise.**

4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the Sun City Affiliates from any loss, liability, damage or costs, including court cost and attorneys’ fees, that they may incur while participating in any activities at the Facilities, or while in, on or

upon the premises where the Facilities are located, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, **negligence**, breach of contract, or other misconduct on the part of the Sun City Affiliates or otherwise.

5. It is my express intent and I agree that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representatives, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the Sun City Affiliates.

6. I accept personal responsibility to always act in a safe manner and to abide by the rules and regulations of any Sun City Affiliates at all times. I agree to be responsible for the conduct of my guests. And I understand I am responsible for obtaining appropriate insurance coverage as it concerns the Facilities and that any Sun City Affiliates will not provide me any insurance coverage.

7. I declare myself to be physically sound and suffering no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any activities at the Facilities, or while in, on or upon the premises where the Facilities are located. I understand that I have been strongly advised to obtain my doctor's approval before using the Facilities, especially as it concerns any exercise, aerobics, or fitness activities.

**8. With my signature below, I voluntarily and knowingly waive my respective rights to a jury trial in any judicial forum and/or Court and hereby agree to submit any and all disputes, claims, or controversies I may have with the Sun City Affiliates, including, but not limited to disputes regarding this Agreement, to a Judge. This does not forego any substantive rights any party may have.**

In signing this Agreement, I acknowledge and agree that I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by same. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

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Signature and Membership Number

Printed Name

Date

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Signature and Membership Number

Printed Name

Date

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Signature and Membership Number

Printed Name

Date