



FACILITIES AND COMMON AREAS RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

1. In connection with my activities as a user of the facilities at the Overlook at Marietta Country Club ("OAMCC") in Kennesaw, Georgia, I agree and understand that my presence (or, when/if present, my family members) at the OAMCC facilities and common areas and any activity performed by me (or, when/if present, my family members) at the facilities and common areas and at OAMCC may expose me (and, when present, my family members) to both known, unknown, anticipated and unanticipated risks of harm and/or injury.
2. In consideration of and as a prerequisite to the participation of me (and, if appropriate, my family members) as a visitor to and/or user of the OAMCC facilities and common areas, I acknowledge that such risks exists and I, for myself and my immediate family and on behalf of our heirs, assigns, personal representatives and next of kin, **hereby assume all such risks and release and discharge The Overlook at Marietta Country Club Homeowners Association, Inc., OAMCC, its Board of Directors, Officers, Employees, Independent Contractors, Affiliates, Residents, Homeowners, Property Owners, Developers, Agents, and Representatives (collectively "the Released Parties")** and each of them, individually, jointly, severally and otherwise from any and all claims, demands or causes of action, including personal injury, disability, death or loss of person or property damage, whether in tort, contract or otherwise, whether occurring at OAMCC facilities/common areas or otherwise or arising out of any condition on any premises owned or used by OAMCC for the facilities or the conduct of any person in connection with the preparation for, supervision of or conduct of the facilities or any conduct of the Released Parties or any activity connected to or related to any OAMCC facilities/common areas, to the fullest extent permitted by law, whether caused by no fault or the active or inactive negligence of the Released Parties, excluding only gross negligence or intentional, willful or wanton acts.
3. I further agree on behalf of myself, my immediate family, and our heirs, successors, and assigns **to indemnify, hold harmless and defend The Overlook at Marietta Country Club Homeowners Association, Inc., OAMCC, its Board of Directors, Officers, Employees, Independent Contractors, Affiliates, Residents, Homeowners, Property Owners, Developers, Agents, and Representatives (collectively "Indemnitees") for any claim arising from or in connection with any use of the OAMCC facilities**, including any claims attributable in whole or in part to negligent acts/omissions of indemnitees or in connection with any illness/injury/damage and any costs associated in any manner, however slight, to my presence at or use of (or, when appropriate, that of my family members) the OAMCC facilities/common areas and **agree to indemnify the indemnitees for all costs and expenses incurred, including but not limited to attorneys' fees and costs of litigation arising in connection therewith**. In determining the amount of reasonable attorneys' fees, Official Code of Georgia Annotated Sec. 13-1-11(a)(2) shall not apply and I expressly waive said provision.
4. I agree that my presence, and when present, that of my family members, at the OAMCC facilities/common areas is nothing more than a mere license and I hereby unequivocally agree that neither I nor, when appropriate, my family shall ever be considered anything other than a licensee of OAMCC and the Released Parties.
5. This agreement may be terminated by OAMCC without notice. Upon termination, the provisions in this agreement shall survive termination.

Signature _____ Date _____

Printed Name _____

Submit this completed agreement using one of the following:

Mail: Georgia Community Management, Inc., c/o Tara Wilkes, Association Manager, PO Box 2750, Loganville, GA 30052

Email: twilkes@gcmmgt.com

Fax: (678) 475-7715