

SaddleBrooke Ranch Tennis Liability Waiver

I, the undersigned, desire to use the tennis facilities at SaddleBrooke Ranch Resort Community in Pinal County, Arizona (SaddleBrooke Ranch). I acknowledge and understand that there are inherent risks to which I will be exposed because of the nature and activity level involved with tennis. I have consulted my physician to the extent I deem appropriate to determine that I am physically able to play tennis at the level that I choose to participate. Neither acceptance of this Waiver, Release and Indemnity, nor any other action on the part of any of the Robson Parties, as defined below, shall constitute in any form or manner a medical judgment and does not suggest that any of the Robson Parties is qualified to make medical judgments. The Robson Parties strongly recommend that each individual participant consult with a physician before playing tennis. I understand, acknowledge and agree that none of the Robson Parties will provide any accident or health insurance for me.

I understand and agree that the use of the tennis facilities at SaddleBrooke Ranch and equipment provided shall be undertaken at my sole risk and neither the SaddleBrooke Ranch Tennis Association (SBRTA), and all of its members, officers and directors, SaddleBrooke Ranch Homeowners Association, Inc. (the HOA), Robson Ranch Mountains, LLC, Arlington Property Management Company, Robson Communities, Inc., any affiliate of them, the affiliates of the Owner and all of their respective members, owners, managers, partners, officers, directors, employees, agents and representatives (each a Robson Party, or collectively Robson Parties) shall be responsible or liable for any damage, harm or injuries of any kind, nature, or description to me or my property or my guests or be subject to any liability obligation, action, claim, demand or suit whatsoever for injury or damages, including without limitations, those resulting from the active or passive negligence on the part of any of the Robson Parties, except to the extent directly caused by the sole negligence or willful misconduct of such Robson Party. I agree to be responsible or any damage to the courts or any personal property or harm or injury to another person

I, on my behalf, and on behalf of my executors, administrators, heirs, successors and assigns, hereby waive, release, and forever discharge and further agree to indemnify, hold harmless and defend Robson Parties for, from and against any and all actions, claims, demands, liabilities and suits relating to my use of the tennis facilities, conveniences or equipment or any other amenities in SaddleBrooke Ranch, including without limitation the tennis facilities or otherwise relating to or arising out of my participation in tennis activities, events, tournaments, exhibitions, and tennis play of any kind including without limitation those resulting from the active or passive negligence of any of the Robson Parties except that the undersigned does not release and shall not be obligated to indemnify or hold harmless a Robson Party from such Robson Party's sole gross negligence or willful misconduct.

BY EXECUTING THIS WAIVER, RELEASE AND INDEMNITY, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREED TO ALL OF THE TERMS HEREIN.

PRINTED NAME:

SIGNATURE:

DATE:

