



RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned desires to use the amenities and exercise equipment (“amenities”) offered by The Village Rexburg – Conduit Two, LLC, in its Clubhouse and otherwise on its grounds. The undersigned desires to do so all the while understanding and acknowledging that use of the amenities may be dangerous and may pose a significant risk to life and limb, and all the while affirming that the undersigned is healthy and suffers no illness or infirmity that would interfere in safe use of the amenities. With these affirmations and understandings, the undersigned:

1. **HEREBY RELEASES AND FOREVER DISCHARGES** The Village Rexburg – Conduit Two, LLC, and The Village Rexburg – Conduit One, LLC, their affiliates, subsidiaries, agents, employees, officers, directors, members, and managers (hereinafter Released Parties) from all liability to the undersigned for any losses or damages on account of injuries or losses sustained by the undersigned, including bodily injury, death, property damage, economic losses, and any other losses whatsoever, as a result of the use of the amenities.
2. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY AND RISK OF BODILY INJURY, DEATH, PROPERTY DAMAGE, ECONOMIC LOSSES, AND ANY OTHER LOSSES WHATSOEVER** while using the amenities or as a result of the use of the amenities.
3. **THE UNDERSIGNED HEREBY WAIVES ANY CLAIMS AND COVENANTS NOT TO FILE ANY CLAIM OR LAWSUIT AGAINST THE RELEASED PARTIES** for any bodily injury, death, property damage, economic losses or any other losses whatsoever the undersigned may acquire by reason of using the amenities.
4. **THE UNDERSIGNED AGREES THAT THIS RELEASE AND HOLD HARMLESS AGREEMENT** is intended to be as broad as permitted by Idaho state law and any states’ laws where any of The Village Rexburg – Conduit Two, LLC’s, and The Village Rexburg – Conduit One, LLC’s activities are conducted. If any portion of this agreement is determined by a court of law to be invalid, the undersigned agrees that the balance shall continue in full force and effect.
5. **IN THE EVENT THE UNDERSIGNED HAS CHILD(REN) UNDER 18 WHO MAY USE THE AMENITIES, THE UNDERDSIGNED ASSUMES FULL RESPONSIBILITY** for the supervision of those child (ren) and further assumes full responsibility and risk of bodily injury, death, property damage, economic losses, and any other losses whatsoever which may occur to the child(ren) while the child(ren) are using the amenities or as a result of their use of the amenities.

SIGNED AND DATED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

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