



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 situated in the Village Apartments community in Rexburg, Idaho. 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, for the undersigned and the undersigned’s spouse, children, parents, pets, estate, heirs, devisees, personal representatives, successors and assigns, hereby:

- 1. 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, AND EACH OF THEM, (HEREINAFTER “RELEASED PARTIES”) FROM ALL LIABILITY FOR ANY LOSSES OR DAMAGES ON ACCOUNT OF INJURIES OR LOSSES SUSTAINED OR SUFFERED BY THE UNDERSIGNED, INCLUDING BODILY INJURY, DEATH, PROPERTY DAMAGE, ECONOMIC LOSSES, AND ANY OTHER LOSSES WHATSOEVER, RESULTING FROM OR RELATED TO THE UNDERSIGNED’S USE OF THE AMENITIES.**
- 2. ASSUMES FULL RESPONSIBILITY AND RISK OF BODILY INJURY, DEATH, PROPERTY DAMAGE, ECONOMIC LOSSES, AND ANY OTHER LOSSES WHATSOEVER RESULTING FROM OR RELATING TO THE UNDERSIGNED’S USE OF THE AMENITIES.**
- 3. WAIVES ANY AND ALL CLAIMS AND COVENANTS NOT TO FILE ANY CLAIM OR LAWSUIT AGAINST THE RELEASED PARTIES, OR ANY OF THEM, FOR ANY BODILY INJURY, DEATH, PROPERTY DAMAGE, ECONOMIC LOSSES OR ANY OTHER LOSSES WHATSOEVER SUSTAINED OR SUFFERED BY THE UNDERSIGNED RESULTING FROM OR RELATED TO THE UNDERSIGNED’S USE OF THE AMENITIES.**
- 4. AGREES THAT, IF ANY CHILD(REN) OF THE UNDERSIGNED UNDER 18 YEARS OF AGE USES THE AMENITIES, THE UNDERDSIGNED ASSUMES FULL RESPONSIBILITY FOR THE SUPERVISION OF THE CHILD (REN) AND FURTHER ASSUMES FULL RESPONSIBILITY AND RISK OF BODILY INJURY, DEATH, PROPERTY DAMAGE, ECONOMIC LOSSES, AND ANY OTHER LOSSES WHATSOEVER SUSTAINED OR SUFFERED BY THE UNDERSIGNED OR ANY CHILD(REN) OF THE UNDERSIGNED RESULTING FROM OR RELATED TO THE USE OF THE AMENITIES BY ANY CHILD(REN) OF THE UNDERSIGNED, AND HEREBY WAIVES, AND RELEASES AND FULLY DISCHARGES THE RELEASED PARTIES AND EACH OF THEM FROM, ANY AND ALL CLAIMS AND SUITS RELATING THERETO.**

INITIALS: _____

5. **AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES, AND EACH OF THEM, FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, ACTIONS, SUITS, LOSSES, LIABILITIES, DAMAGES, COSTS, EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, FINES, PENALTIES AND CHARGES OF ANY AND EVERY KIND OR NATURE RESULTING FROM OR RELATED TO USE OF THE AMENITIES BY THE UNDERSIGNED OR ANY CHILD(REN) OF THE UNDERSIGNED (COLLECTIVELY, "CLAIMS").**

6. **AGREES THAT THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED, AND IS INTENDED TO BE AS BROAD AS PERMITTED BY IDAHO LAW. IF ANY PORTION OF THIS AGREEMENT IS DETERMINED BY A COURT HAVING JURISDICTION TO BE INVALID, THE UNDERSIGNED AGREES THAT THE REMAINDER OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT.**

7. **THE UNDERSIGNED HAS READ AND THOROUGHLY UNDERSTANDS THIS AGREEMENT, SIGNS THIS AGREEMENT VOLUNTARILY AND AGREES THAT THIS AGREEMENT SHALL BE BINDING ON THE UNDERSIGNED AND THE UNDERSIGNED'S SPOUSE, CHILDREN, PARENTS, PETS, ESTATE, HEIRS, PERSONAL REPRESENTATIVES, SUCCESSOR AND ASSIGNS.**

8. **THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE UNDERSIGNED WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE MODIFIED, EXCEPT IN WRITING SIGNED BY THE VILLAGE REXBURG – CONDUIT TWO, LLC AND THE VILLAGE REXBURG-CONDUIT ONE, LLC.**

SIGNED AND DATED this ____ day of _____, 20__.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____