



# Tomahawk Destiny Association

Release, Indemnification and Assumption of Risk

**In consideration of Tomahawk Destiny Association accepting my application for membership, I agree as follows:**

I understand that there are various risks associated with the use of the real and/or personal property owned or leased by Tomahawk Destiny Association., its officers, directors, shareholders, members, lessees, invitees, licensees, employees, agents, successors or any other associated individual and entities (collectively "TDA"). I am aware that the use of such TDA property could result in damage to property, loss of property, personal injury, or even death.

I agree to assume all risks associated with the use of TDA property, and I hereby forever release TDA, in advance, from any and all claims, of whatsoever kind or nature, that may in any way arise out of or relate to, either directly or indirectly, any use of TDA property. In addition, I agree to indemnify, defend, and hold TDA harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses, including attorney fees, (collectively, "Claims") that may in any way arise out of or relate to, either directly or indirectly, any use of TDA property by me or any minor child of mine, or by my invitees, licensees, employees, agents, successors, assigns, or any other associated individuals and entities (collectively called my "Guests"). In my defense of any Claims(s) against TDA, I will use legal counsel reasonably satisfactory to TDA.

I understand that the above release and indemnification is intended to apply to any and all liability that may arise out of or relate to any use of TDA property, except in the event such liability is the direct result of gross negligence on the part of TDA. In any action or proceeding brought to enforce or interpret the terms of this Release, Indemnification and Assumption of Risk, the prevailing party shall be entitled to recover from the other party all costs and expenses that the prevailing party may reasonably incur in such action or proceeding, including attorney fees at trial, on appeal, in the collection of resulting judgment, and in bankruptcy.

I acknowledge that I have read and understood the terms of this Release, Indemnification and Assumption of Risk, that I have voluntarily signed it on behalf of myself, any minor child of mine and any other Guest, and that I have had the opportunity to consult with counsel of my own choice before signing this Release.

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Owner Signature

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Date

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Print Name

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Owner Signature

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Date

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Print Name