Sun City Festival Community Association
Softball Waiver

I, _____, declare that I intend to use the softball fields and facilities (the "Facilities") at Sun City Festival Community Association (the "Association") and I intend to participate in softball leagues, programs, and events sponsored from time to time by the Association (the "Events"). In consideration for being allowed to use the Facilities and participate in the Events (collectively, the "Activities"), I declare as follows:

1. I understand that participation in the Activities carries with it certain inherent risks, including but not limited to, economic loss, physical injury and death. I understand and appreciate those risks and assume all risks and waive any future claims against the Association, AAM, LLC, Pulte Home Corporation, a Michigan corporation, and the Association manager (collectively, the "Released Parties") associated with these risks or relating to my participation in the Activities. I agree that the waiver extends to each Released Party's agents, attorneys, employees, insurers, and their past and present directors, officers, members, agents, and their respective spouses. I agree that the Released Parties are not liable for any damages related to participation in Activities and I assume all risks associated with the Activities.

2. I accept personal responsibility to always act in a safe manner and to abide by the rules and regulations of the Association whenever I participate in the Activities. I understand that I may stop or delay my participation in the Activities if I so desire.

3. I understand that I am responsible for obtaining appropriate insurance coverage when participating in the Activities and that the Association will not provide to me any insurance coverage.

4. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in the Activities. I understand that my decision to participate in the Activities is voluntary. I acknowledge that I have either had a physical examination and been given my physician's approval to participate in the Activities, or I have elected to participate in the Activities without the approval of my doctor and hereby assume all risk and responsibility for my participation in the Activities.

5. I agree that the Released Parties do not assume any responsibility for property lost or stolen from the premises or for personal injuries sustained during my participation in the Activities.

6. I, on behalf of myself, my heirs, beneficiaries, dependents and personal representatives, release, hold harmless the Released Parties from any responsibilities, liabilities, loss, damages, claims, actions, suits, procedures, costs and expenses, including attorney's fees, which may be incurred, now or in the future related to my participation in the Activities. To the fullest extent permitted by law, I shall defend, indemnify and hold harmless the Released Parties from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, that I cause through negligent or intentional conduct. I agree that my indemnity obligation extends to each Released Party's agents, attorneys, employees, insurers, and their past and present directors, officers, members, agents, and their respective spouses.

7. I agree to pay the cost of restoration for any damage that occurs as a result of my participation in the Activities. I will immediately report any property damage or personal injury to the Association. In the event of property damage, the Association in its sole discretion and authority may determine the appropriate level of restoration.

I declare that the terms of this Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Agreement for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the Activities described above.

_____

Signature Date

_____

Printed Name