



LIABILITY RELEASE LETTER

CLUB ELDORADO MV, SRL.

I, _____, bearer of the identification document [ID Card ____ / Passport ____] number _____, hereby **ASSUME ANY AND ALL POSSIBLE RISKS** of entering and using the facilities [Pickleball and/or Tennis Courts ____ / Gym ____] and in general, the property where sports are practiced, managed by **CLUB ELDORADO MV, SOCIEDAD DE RESPONSABILIDAD LIMITADA**, with corporate ID number 3-102-882664 (hereinafter the "Club Administrator"). In the same sense and by means of this present, I manifest and declare the following:

- i) That I am in good physical shape, I do not suffer from illnesses and/or physical conditions that endanger my physical integrity and/or that of other users of the Club, that I have sufficient preparation or technical mastery to use the equipment within of the Gym and/or outdoor sports fields, and that I currently do not have any medical condition that puts my health at risk during the use of these.
- ii) That I know that the ultimate goal of the Club is to provide services and facilities for the practice of high-performance sports, in which accidents, damages, injuries and even death may occur; Therefore, I accept and recognize that I am responsible for the limits on the physical effort that I develop in each activity, as well as the management of the equipment enabled in the facilities.
- iii) That I accept and recognize that the Club does not discriminate in terms of religion, ethnicity, sexual orientation, gender, among others, so any action on my part contrary to these principles will cause the Club to request my immediate withdrawal from it and the cancellation of my membership without the possibility of claiming any compensation.
- iv) That the equipment I use to enter the Club, whether shoes, paddles, racquets, cell phones, other devices for sports use, headphones and/or others that I wish to use, are in good condition and therefore any damage or destruction that themselves suffer will fall solely and exclusively on me as their owner. Likewise, I release the Club Administrator from all direct and indirect responsibility for any damage they suffer due to my carelessness or negligence. In the same sense, I declare and accept that any loss of items within the Club falls solely and exclusively on me as their owner.
- v) That I release the Club and the Club Administrator from all responsibility for any damage, collision and/or extraordinary situation that may occur in the parking lots, specifically with the vehicle or means of transportation in which I visited the Club. Likewise, I accept and know that situations may occur (such as collisions, scratches, "doors slamming", among others), with and between the vehicles of other Club users, and which the Club has no control over what may occur; however, the Club Administrator will make every effort to avoid any possible avoidable situation.
- vi) That I accept and acknowledge the Club regulations and the indications and instructions visible in multiple locations within it, which are located on visible signs around the Club

I acknowledge that CLUB ELDORADO MV, SRL staff will use this liability waiver form in the event of accident, death, loss and/or theft, and that it will govern my actions and responsibilities within the Club.

Express Liability Release:

By virtue of the foregoing, UNDER THE FAITH AND GRAVITY OF OATH I DECLARE: that I assume each and every one of the eminent risks of entering the Club and the use of its facilities, trails and in general, the property managed by Club Eldorado MV, SRL, therefore I extend this with the purpose of COMPLETELY AND ABSOLUTELY RELEASE OF OBJECTIVE, DIRECT AND/OR INDIRECT LIABILITY to the Club Administrator and the owner of the property managed here, for accidents, death, disability, injuries, damages, fractures, loss, theft and/or any other situation that I or my companions (people or animals) may suffer while using the Club and its facilities.

I WAIVE AND RELEASE the Club's workers, the owners, the managers, each subsidiary and affiliated company, licensees, officers, directors, partners, members of the board of directors, shareholders, members, supervisors, insurers, lessors, associates, agents, employees, volunteers, and representatives and all other persons or entities associated or involved with the Club, with respect to any and all claims, liabilities, demands or expenses (including attorneys' fees and costs), death, lost and/or stolen goods or other losses related to my registration or participation in the activities, negligence, passive or active, any breach by its members of legal duty and/or the use of any equipment, facilities or premises, whichever be its cause. I ACCEPT IN ADVANCE MY WAIVER OF ALL CLAIMS I MAY OR MAY NOT HAVE AGAINST THE MENTIONED PARTIES AND AGREE THAT I DO NOT ASSIGN MY PROPERTY/RIGHTS TO HEIRS, THAT I DO NOT ASSIGN BENEFICIARIES, SO NO OTHER PERSON CAN ACT ON MY BEHALF, MAKE A CLAIM AGAINST THE PARTIES HEREIN RELEASED FOR ANY HARM, INJURY, DEATH OR OTHER LOSS WHICH MAY BE SUFFERED OR SUFFERED.

In witness of the foregoing, I sign in the city of Santa Cruz, Guanacaste, this ____ of ____ of _____.

Signature: _____

ID/Passport number:

Emergency contact:

Name: _____

Phone: _____

Relationship: _____

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