

KEMPER LAKES WAIVER

REV June 18, 2025

MEMBER'S WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

MEMBER'S WAIVER

In consideration of permission to use the property, facilities, staff, equipment, services, and programs of the Kemper Lakes Pickleball and Golf Simulator today and on all future dates, to the fullest extent allowable under the law, I, for myself, my heirs, personal representatives or assigns, do hereby waive, release, and discharge NE Capital Group NY LLC, Kemper Lakes Equity Partners LLC, Zions Bancorporation, National Association, as Trustee, Kemper Lakes BH LLC, Bethpage Federal Credit Union, and all subsidiaries, its successors and/or assigns as their interests may appear, together with its successors and assigns, affiliates and subsidiaries, and any of their directors, officers, employees, managers, members, and agents (each a "Kemper Lakes Party" and collectively, the "Kemper Lakes Parties") from liability from any and all claims including, without limitation, personal injury, accidents or illnesses (including death), and property loss, arising out of or relating to use of the Kemper Lakes premises, equipment, programs, or participation in activities, and observations, regardless of whether any such claim results from the negligence or fault of any Kemper Lakes Party. I further release, waive, discharge and covenant not to sue any Kemper Lakes Party in connection with the provision any health and fitness related services and programs provided at the Kemper Lakes Business Center.

Signature

Print Name

Date

MEMBER'S ASSUMPTION OF RISKS

The very nature of physical activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Kemper Lakes Fitness Center includes facilities for and provides for activities such as pickleball, sporting activities, and golf in the golf simulator some of which activities involve (a) strenuous exertion using various muscle groups, (b) rapid movement involving speed and change of direction, and/or (c) sustained physical activity which places stress on the cardiovascular system.

While specific risks vary from one activity to another, risks include, without limitation: (i) minor injuries such as scratches, bruises, and sprains; (ii) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (iii) catastrophic injuries including paralysis and death.

I further declare for myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of the pickleball court or golf simulator equipment or machinery. I acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of pickleball court or golf simulator. I also acknowledge that I have been recommended to have a yearly or more frequent physical examination and consultation with a licensed physician as to physical activity, exercise, and use of exercise and training equipment so that I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and been given such physician's permission to participate, or have decided to participate in activity and use of pickleball court or golf simulator equipment and machinery without the approval of a physician and do hereby assume all responsibility and all risks of injury or death for participation and activities, and utilization of equipment and machinery.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by the Kemper Lakes Business Center's facilities and programs. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Signature

Print Name

Date

MEMBER'S SEVERABILITY

I further expressly agree that the foregoing Waiver and Assumption of Risks are intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and if any portion thereof is held invalid, it is agreed that the balance will continue in full legal force and effect to the maximum extent permissible.

Signature

Print Name

Date

KEMPER LAKES WAIVER

MEMBER'S INDEMNIFICATION AND HOLD HARMLESS

I also agree to INDEMNIFY AND HOLD HARMLESS the Kemper Lakes Parties from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including, without limitation, attorneys' fees arising out of or relating to my use of or involvement at the Kemper Lakes Business Center and to reimburse them for any such expenses incurred.

Signature

Print Name

Date

MEMBER'S ACKNOWLEDGEMENT OF UNDERSTANDING

I have read this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature

Print Name

Date