

## FITNESS CENTER WAIVER & RELEASE AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT IS A RELEASE OF LIABILITY FOR LIONS HEAD SOUTH ASSOCIATION, INC. AND A WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration for permission to use the gym facilities located in Lions Head South Association, Inc. (Fitness Center”), which is managed and operated by Lions Head South Association, Inc. (the “Association”), I, \_\_\_\_\_ (“Participant”), agree to the following waiver and release:

I acknowledge and understand that the Fitness Center is open to residents only, no guests are permitted. I acknowledge and understand that the hazards and risk associated with the use of the Fitness Center. Without limitation, I understand that these dangers may include muscle strains/tears, cardiac arrest, dehydration, fainting, broken bones, cuts, scrapes, abrasions, bruises, concussions, paralysis and /or death. \_\_\_\_\_ (Initial.)

I acknowledge and understand that I should seek the advice of a physician prior to engaging in any type of physical activity or exercise program to ensure that I am healthy enough to participate in the activity or program. \_\_\_\_\_ (Initial.)

I warrant that I have no disability, impairment, or ailment which would prevent me from engaging in active or passive exercise, or that will be detrimental or adverse to my health, safety, or physical condition. \_\_\_\_\_ (Initial.)

I am voluntarily using the Fitness Center with full knowledge of the inherent risks and dangers involved and hereby assume and accept any and all risk of injury, paralysis or death, and agree to adhere to all rules and regulations governing the use of the Fitness Center, including any verbal or written instructions provided by the Association and /or its management. \_\_\_\_\_ (Initial.)

I, for myself, my heirs, successors, executors and superiors, hereby knowingly and intentionally waive and release, indemnify, and hold harmless the Association and its Management Company, or any of their officers, agents, affiliates, employees, contractors or volunteers, individually and collectively, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney’s fees) and negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my use of the Association’s recreational facilities, including the Fitness Center, whether such damage, loss, injury, paralysis, or death results from the negligence or other acts however caused by or contributed to by the Association and all related entities named above, or from some other cause. I, for myself, my heirs, my successors, executors, and superior, further agree not to sue the Association and/or its Management Company, their officers, agents, affiliates, employees, contractors or volunteers, individually and collectively, as a result of any injury, paralysis or death suffered in connection with my use of the Association’s recreational facility, including the Fitness Center. I attest that I am 18 years of age or older.

The Association reserves the right to remove me from its recreational facilities, including the Fitness Center, at any time, for reasonable cause, including allowing non-resident and/or non-trained residents use of the Fitness Center. I have carefully read, clearly understand, and voluntarily sign this waiver, and release agreement.

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Signature

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Date Phone Number

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Print Name

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Email Address

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Street City State Zip