

INJURY WAIVER

This Injury Waiver Agreement (the "Waiver") is entered into by and between the Sudden Valley Community Association (the "Association") and the Member on _____, 2018.

WHEREAS, the Member desires to enter into the Association Recreation Center/Dance Barn's (the "Building") gym room (the "Gym") and utilize the exercise equipment (the "Equipment") located therein for exercise consistent with the usual and customary practices on such Equipment,

WHEREAS, the Gym and the Equipment are not supervised by any Association employee, and therefore use of the same is at the Member's sole risk,

WHEREAS, the Member desires to enter into the Association's pool area and pool (collectively the "Pool") and utilize the Pool for recreational uses consistent with the usual and customary practices of the Pool and in accordance with all posted rules and regulations for the use of the same;

WHEREAS, while the Pool is staffed with lifeguards, the presence of such lifeguards does not guarantee the Member's safety, and therefore use of the Pool is at the Member's sole risk,

WHEREAS, the Member desires to utilize the Gym, Equipment, and Pool for its own benefit, which the Member acknowledges is adequate consideration for this Waiver.

NOW THEREFORE, in consideration of the Association allowing the Member to utilize the Gym and the Equipment therein the Member hereby agrees as follows:

- 1. Site Condition and Assumption of Risk:** The Member represents and warrants that it understands: (i) that the Gym, the Equipment utilized by the Member, and/or the Pool may not have been inspected by the Association prior to the Member's use thereof and therefore may be unsafe and/or unsuitable for use; (ii) that the Building, Gym, Equipment, and Pool have not been assessed by the Association for safety or suitability of Member's use; (iii) that access to the Building, the Gym, the Equipment, and the Pool is solely for the Member's benefit, and (iv) that the ability to enter and utilize the Pool and enter the Gym to utilize it and the Equipment is of substantial benefit to the Member and thereby provides adequate consideration for this Waiver. The Member hereby assumes all risk of injury or death while in the Pool, Gym and/or while utilizing the Equipment.
- 2. Release, Indemnification, and Hold Harmless:** FOR AND IN CONSIDERATION OF THE ASSOCIATION ALLOWING ACCESS TO THE POOL, GYM AND THE EQUIPMENT, THE MEMBER FOR HIMSELF/HERSELF, THEIR MARITAL COMMUNITIES, HEIRS, EXECUTORS, ASSIGNS AND EMPLOYERS DOES HEREBY FOREVER RELEASE, INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS BOARD, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, DEMANDS OR INJURIES OF ANY KIND (ANTICIPATED OR UNANTICIPATED) OR NATURE (UP TO AND INCLUDING DEATH) ARISING OUT OF OR RELATING TO THE MEMBERS'S ACCESS TO, OR PRESENCE WITHIN, THE POOL OR THE GYM AND/OR USE OF THE EQUIPMENT.

THIS WAIVER CONTAINS A RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Member:

Signature _____

Print Name: _____

Address: _____

Parental Signature for Members Under Age 18:

Print Name: _____

Address: _____

Email _____

Would you like to be included on our Community EBlast?

Yes _____ No _____