

SANDERLING RACQUET AND SWIM CLUB FITNESS CENTER

ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY

ACKNOWLEDGEMENT OF RISKS: I acknowledge that use of the Fitness Center and equipment provided by Sanderling Property Owners Association, Inc. (SPOA) and/or Sanderling Racquet and Swim Club, Inc. (SRSC) entails known and unanticipated hazards that could result in injury, death or damage to me and third parties. I understand that the risks cannot be eliminated without defeating the essential qualities and purposes of the activities conducted in the Fitness Center. The activity puts me and others at risk of injuries including but not limited to the following: cuts, scrapes, bruises, torn ligaments and/or tendons, contusions, concussions, head, neck or spinal injuries, sprains or broken bones, exhaustion and dehydration.

I confirm that I am/are (my child is) physically and mentally capable of using the Fitness Center and equipment provided therein and I (he/she) elect to use the Fitness Center and provided equipment in the intended manner. **IN SPITE OF THE RISK, I ASSUME FULL RESPONSIBILITY FOR PERSONAL INJURY, ACCIDENTS OR ILLNESS, INCLUDING DEATH AND ANY RESULTING EXPENSE.** I understand the need to and agree to exercise caution for the safety of all persons using the Fitness Center and equipment. I have read, fully understand and agree to abide by the Rules and Regulations pertaining to use of the Fitness Center and equipment contained therein as those Rules and Regulations may be amended from time to time. I further understand and agree that **NO ATTENDANT IS ON DUTY** in the Fitness Center and that use of the Fitness Center and equipment is at my/our **OWN RISK**.

I ASSUME THE RISK OF PERSONAL INJURY, ACCIDENTS AND OR ILLNESS, INCLUDING BUT NOT LIMITED TO THOSE DESCRIBED ABOVE.

RELEASE: In consideration of services or equipment provided, I for myself/ourselves and/or any minor children for which I am a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby **RELEASE SPOA, SRSC, AND** any of their principals, Directors, Officers, agents, employees, affiliates and volunteers **FROM ALL LIABILITY** for any of the above described injuries, or any other injury or damage, and **WAIVE ANY CLAIM FOR DAMAGE** arising from any cause including but not limited to any claims based upon negligent acts or omissions of the parties stated above.

ACCEPTANCE: By signing this document, I acknowledge that if anyone is hurt during my/our use of the Fitness Center and equipment, I may be found by a court to have **WAIVED MY RIGHT TO MAINTAIN A LAWSUIT** against the parties stated above for any claim including those for which I have released them in this Agreement. I understand this Agreement completely, understand that it affects my/our legal rights, and agree to be bound by its terms. I also agree to abide by the Rules and Regulations adopted by the parties stated above, and as may be amended in the future.

Signature _____ Print Name _____

Address _____ State _____ Zip _____

Phone _____ Date _____ Age _____ Lot Number _____

PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION (Must be completed for participants between the ages of 16 and 18)

In consideration of _____ (print minor's name and age) ("Minor") being permitted by SPOA and/or SRSC to use the Fitness Center, and to use the equipment and facilities provided by them, I agree to and accept all the terms and conditions contained in this ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY for my/our own behalf and on behalf of the child/minor for whom I am responsible named above.

Parent or Guardian: _____ Print Name: _____

Date: _____

