

# Association of Edgewater Landing Owners, Inc.

## CONTINUING WAIVER FOR FITNESS ROOM

I fully understand and acknowledge that the fitness room located at the Club House of Edgewater Landing, together with the exercise equipment therein, is a potentially dangerous facility, and the use thereof by me could result in injury to me, severe or otherwise, or even in my death, and in extreme and lasting hardship upon my family and others dependent on me.

In consideration for the permission given to me by the Association of Edgewater Landing Owners, Inc., hereinafter the "Association", to enter into the fitness room and to use and/or attempt to use the fitness room and its exercise and related equipment and components, without charge, I do by my signature below hereby knowingly, freely and voluntarily release, waive and discharge the Association, its Board of Directors and Officers, and all and any other persons, entities, agents, owners, heirs, successors, and/or assigns from any and all claims, demands, damages and causes of action of any nature whatsoever which I, my estate, my heirs, my successors, or my assigns may have or assert against any of them for, on account of, or by reason of my physical presence in the fitness room or from my use or attempted use of the exercise and related equipment and components, including, but not limited to, any such claims which might be founded upon any theory of negligence, express or implied or upon any claim of breach of implied contract.

I also do hereby knowingly, freely and voluntarily assume any and all risks, including injury to my person, whether or not resulting in my hospitalization or death, which may befall me or may fall upon my family as severe and/or lasting hardship, which might arise upon my entry into the fitness room or thereafter during my physical presence therein, and which risks may develop from and during my use or attempted use of the exercise and related equipment and components.

Furthermore, I do hereby intend and declare that this release, waiver and assumption of risk agreement shall specifically cover, but not be limited to, any and all claims which might be asserted by me and/or by my family alleging:

1. Negligent installation of exercise or related equipment and components or of the fitness room facility itself;
2. Negligent maintenance or lack of maintenance of the equipment, components or facility, in whole or in part;
3. Alleged lack of due care in any respect in granting me permission to use the fitness room and its equipment; and/or
4. Alleged lack of due care in any respect in not providing a class or instructions for proper use of the fitness room and its equipment prior to its use by me or not providing an on-site instructor during use by me.

I declare that I am not under the influence of alcohol or any other intoxicant and I execute this general release, waiver of claims and assumption of risk agreement of my own free will and accord and that I will not use the continuing permission that may be granted me after such signing to enter and use the fitness room at any time while I may be under the influence of alcohol or any other intoxicant.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Resident \_\_\_\_\_ Guest \_\_\_\_\_

\_\_\_\_\_  
Name (print) Address of Edgewater Landing Home Owner  
\_\_\_\_\_  
Signature Witness \_\_\_\_\_