

STUDDIFORD PROPERTY OWNERS' ASSOCIATION, INC.
ADULT PARTICIPANT WAIVER AND RELEASE OF LIABILITY

1. In consideration of the Studdiford Property Owners' Association, Inc. (the "Association") permitting my use of the Association's facilities for fitness activity, I, the undersigned, release and forever discharge the Association, its members, officers, directors, employees and agents from any and all claims, costs, causes of action, and liabilities for personal injury or death, and damage to or destruction of property, arising from and/or during my use of the facilities and surrounding Common Property. I assume all risks of injury and have examined the condition of the facilities and surrounding Common Property, and warrant that same are in good working order and condition.
2. I, the undersigned, agree to indemnify, defend, and hold harmless the Association, its members, officers, directors, employees and agents from any and all injuries, damages, lawsuits and costs, including attorney's fees, which occur or arise as a result of any claim or injury or loss personally suffered at the Association's facilities and surrounding Common Property or any injury or loss suffered by a third party as a result of my use of the Association's facilities and surrounding Common Property.
3. I, the undersigned, understand and acknowledge that the fitness instructor is not an employee, agent or contractor of the Association and that the Association, its members, officers, directors, employees and agents are not in any way whatsoever responsible for the fitness instructor's action or inaction or any claims, costs, causes of action, or liabilities for personal injury or death, or damage to or destruction of property, arising from such instructor's action or inaction.
4. I, the undersigned, understand and acknowledge that I am a Member in good standing with the Association or the guest of a Member in good standing with the Association.

Print Name

Signature

Date

Telephone Number

Address