

Rancho Escondido Homeowners Association
Fitness Room Waiver and Release of Liability

I, a Rancho Escondido Homeowners Association Owner/Resident (participant), request authorization for use of the Fitness Center room used for exercise (“Fitness Room”). I, on behalf of myself, acknowledge that use of the Fitness Room is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. Use of the Fitness Room involves physical exercise, sport and recreational activities that may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My use of the Fitness Room is a voluntary activity in all respects and I assume all risks of injury and illness that may result from such use. This includes any use of the facility or exercise equipment.
2. As the participant, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries (including death), damages or loss which I may sustain as a result of participating in any and all activities arising out of, connected with or in any way associated with my use of the Fitness Room. I acknowledge that participation and use of the Fitness Room is voluntary.
3. I do hereby fully release and discharge Rancho Escondido Homeowners Association, its agents and employees (collectively, the “Released Parties”) from any and all liability, claims and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me on account of my participation in all activities utilizing the Fitness Room. This is a complete and irrevocable release and waiver of liability. Specifically and without limitation, I hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties’ negligence. I covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.
4. I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages or loss, including, but not limited to attorneys’ fees, sustained by me arising out of, connected with, or in any way associated with, the Fitness Room or Rancho Escondido Homeowners Association.

5. I have been advised to consult with a physician before I undertake any physical exercise program. I certify that I am in good health and sufficient physical condition to properly use the Fitness Room; that I am knowledgeable about the proper use of any equipment that I will use and the rules of any activities that I will participate in; and that I will carefully read the operating instructions for any Fitness Room equipment prior to use and will operate such equipment in strict accordance with the instructions.

6. The Released Parties are not responsible for any loss or theft of personal property brought to or left in the Fitness Room and I release Rancho Escondido Homeowners Association from any liability for such loss or theft.

7. I understand and agree to adhere to the Rancho Escondido Homeowners Association Fitness Room Rules and Regulations.

I have read and fully understand this Acknowledgement and Release of Liability set forth above, including the release of all claims, which includes claims for the negligence of the Released Parties. I understand that my signed waiver will be retained by Rancho Escondido Homeowners Association Homeowners Association. This document is binding upon myself, my heirs, children, wards, personal representatives and anyone else entitled to act on my behalf.

Signed: _____

Date: ___/___/___

Space #: _____