

**EXERCISE ROOM RELEASE AND WAIVER OF LIABILITY**

The undersigned, owner/resident/guest/tenant of Unit \_\_\_\_ in Inlet Beach Club \_\_\_\_\_ (West or East), a Condominium, desires to use the exercise equipment placed in the common element Exercise Room of the condominium operated by **Inlet Beach Club Condominium Association, Inc.** (the "Association"). The Association is willing to make the exercise room and exercise equipment available to the undersigned upon confirmation that the undersigned understands the risks involved in utilizing the fitness exercise room and exercise equipment and executes this Release and Waiver of Liability.

In consideration for the use of the exercise equipment, the undersigned agrees as follows:

1. The undersigned hereby remises, releases, acquits, satisfies and forever discharges the Association, its members, employees, officers, directors, agents and assigns of and from all debts, actions, causes of action, suits, sums of money, contracts, promises, damages, judgments, claims and demands whatsoever, in law or in equity, including such parties' own negligence, but excluding such parties' fraud or intentional or willful misconduct, and hereby waives all actions, causes of actions, suits, sums of money, covenants, contracts, agreements, promises, damages, judgments, claims and demands whatsoever, in law or in equity, including such parties' own negligence, but excluding such parties' fraud or intentional or willful misconduct, which the undersigned ever had, now has, or which any personal representative, successor, heir or assign of the undersigned hereafter can, shall or may have against the Association, its members, employees, officers, directors, agents and assigns for, upon or by reason of any manner, cause or thing arising out of or concerning the undersigned's attendance at and/or use of the fitness center and/or exercise equipment owned, leased, donated, held or used by the Association; and/or personal injuries, death or property damage suffered by the Undersigned or third parties, including, but not limited to, the use, misuse, operation, instruction and maintenance of said exercise room and/or exercise equipment; and/or the use and/or access to the exercise room and/or premises wherein said exercise equipment may be located.

2. It being further understood, acknowledged and agreed that attendance at and/or use of said exercise room and/or exercise equipment and/or use and/or access to the premises wherein said exercise room and/or exercise equipment may be located is as a volunteer for the personal benefit of the Undersigned and with no connection whatsoever to the business of the Association, and the Undersigned assumes all risks whatsoever arising out of or concerning the use of said fitness center and/or exercise equipment and/or the use and/or access to the premises wherein said exercise room and/or exercise equipment may be located, whether inherent, known, unknown, patent, or latent.

3. The undersigned further agrees to indemnify, defend and hold harmless the Association, its members, employees, officers, directors, agents and assigns from any and all demands, claims, damages, actions, causes of action, controversies and expenses, including attorney's fees and costs, through all appellate levels, whether caused in whole or in part by such parties' own negligence, but excluding such parties' fraud or intentional or willful misconduct for death, disease, illness, personal injury or property damage or loss, including loss of use thereof and theft, arising out of or concerning the use of the exercise room and/or exercise

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equipment located therein including, but not limited to, the use, misuse, instruction, operation, and maintenance thereof; and the use and/or access to the premises wherein said exercise room and/or exercise equipment may be located.

4. The undersigned shall comply with all written or posted rules and regulations, as amended from time to time, governing the use of the exercise room and exercise equipment.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. YOU MUST BE OF LEGAL AGE TO SIGN THIS DOCUMENT. IF YOU SIGN THIS DOCUMENT YOU WILL BE RELINQUISHING ANY LEGAL CLAIM YOU MAY HAVE FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY THAT ARISES OUT OF OR CONCERNS THE USE OF THE FITNESS CENTER AND EXERCISE EQUIPMENT.

Dated: \_\_\_\_\_

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