

BURNT STORE MARINA FITNESS, RACQUET, AND POOL CLUB
Punta Gorda Isles, Section 22 Homeowners Association, Inc.
3085 Matecumbe Key Road
Punta Gorda, Florida 33955
Phone: 941-575-3260 / Email: healthclub@bsm22.org

WAIVER AND RELEASE

Participant: _____
Last First MI
Address: _____ Unit _____
City & State: _____ Zip: _____
Home Phone: _____ Cellular Phone: _____

THIS WAIVER AND RELEASE (hereinafter "Waiver and Release") is made by the above-named participant (hereinafter "Releasor") for the use of the fitness center, courts, and pool (hereinafter collectively "Facilities") operated by Punta Gorda Isles, Section 22 Homeowners Association, Inc. (hereinafter "Association").

1. Releasor has read and understands the general rules for use of the Facilities. Releasor acknowledges a full understanding of the inherent dangers and risks associated with the use of the Facilities and/or any equipment therein.
2. Releasor acknowledges that it is recommended that Releasor seek approval from his or her physician before implementing an exercise regimen, as there may be significant health risks associated with exercising. Releasor also understands that injury or death may result if equipment is not used properly.
3. Releasor declares himself or herself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent Releasor's participation in any of the Facilities' activities. Releasor acknowledges that Releasor has either had a physical examination and has been given a physician's permission to participate in these activities, or has decided to participate in these activities without the approval of his or her physician.
4. In consideration for being allowed use of the Facilities, and because Releasor assumes all risks involved, Releasor hereby agrees that he or she is responsible for any resulting personal injury, damage to or loss of his or her property which may occur as a result of his or her use of the Facilities and/or any activity occurring therein.
5. Releasor, or himself or herself, and on behalf of his or her heirs, assigns, personal representatives and next of kin, hereby releases, indemnifies, and holds harmless the Association, its trustees, officers, agents, employees, and property management company, (collectively hereinafter "Releasees"), from any and all claims, demands, damages, rights of action or causes of actions, present or future, arising out of Releasor's use or occupancy of the Facilities or any fitness/wellness activity occurring therein,

including any injuries arising from the active or passive negligence, including gross negligence, of the Releasees, any third parties, or others, to the fullest extent permitted by law.

6. Releasor further states that he or she is at least eighteen (18) years of age and fully competent to sign this Waiver and Release; and that Releasor executes this Waiver and Release for full, adequate, and complete consideration fully intending to be bound by the same.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS WAIVER AND RELEASE, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE RELEASEES, INCLUDING THE ASSOCIATION OR ITS PROPERTY MANAGER FOR ANY INJURY SUSTAINED.

Releasor's Signature

(I certify that I am 18 years of age or older)

Date

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of the minor or minors listed below (hereinafter "Minor") being permitted by the Association to participate in use of the Facilities, Releasor further agrees to indemnify and hold harmless the Association from any and all claims that are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Minor's Name (Print)

Date of Birth

Age

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RELEASOR AND FULLY INFORMED HIMSELF OR HERSELF AND HIS OR HER CHILD OR CHILDREN OF THE NATURE OF THE RISKS INHERENT IN THE ACTIVITIES IN WHICH RELEASOR'S CHILD OR CHILDREN WILL PARTICIPATE AT OR UNDER THE SPONSORSHIP OF THE ASSOCIATION'S FITNESS CENTER, AND RELEASOR HAS READ AND ACKNOWLEDGED THE MEMBERSHIP AGREEMENT BEFORE SIGNING BELOW.

I have read and understand the above:

Parent/Guardian Name (Print): _____

Parent/Guardian's Signature: _____ Date: _____

Address: _____

Email/s: _____

Home Phone: _____ Cellular Phone: _____