

## **RELEASE AND WAIVER OF LIABILITY AGREEMENT**

**PLEASE READ THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT CAREFULLY. MAKE SURE YOU UNDERSTAND ITS CONTENTS AND SEEK ANY ADVICE YOU MAY NEED BEFORE EXECUTING THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT.**

IN CONSIDERATION of my child, \_\_\_\_\_, (my “Child”) being permitted to use the use the facilities, equipment or machinery at the Southwind Recreation Center, the undersigned parent or legal guardian of the Child, for herself or himself (the “Parent”) and on behalf of the Child named herein, agrees and acknowledges as follows:

1. Parent, on behalf of Parent and on behalf of Child, does hereby waive any and all claims for personal injury, death, illness, loss, expense, emotional condition, or property damage that Child or Parent may have against the Southwind Homeowners Association and/or Seven Springs Farm Inc, its Trustees, officers, employees, agents and executors arising out of Child’s use of Southwind Recreation Center facilities, equipment, or machinery; except to the extent said claims are caused by the gross negligence of the Southwind Homeowners Association and/or Seven Springs Farm Inc.

2. Parent, on behalf of Parent and on behalf of Child, does hereby forever release and hold harmless the Southwind Homeowners Association and/or Seven Springs Farm Inc, its Trustees, officers, employees, agents and executors from and against any and all liability or responsibility for any claims, loss, damage, injury, death, illness, emotional condition, medical or other expense that Child may suffer or that Child may cause another to suffer, arising out of Child’s use of Southwind Recreation Center facilities, machinery or equipment, except to the extent said claims are caused by the gross negligence of Southwind Homeowners Association and/or Seven Springs Farm Inc.

3. Parent acknowledges that strength training, feasibility testing, and aerobic exercise, including the use of Southwind Recreation Center facilities, equipment or machinery, are potentially hazardous activities. Parent also acknowledges that fitness activities involve a risk of injury and even death. Parent agrees to voluntarily allow Child to use the facilities, equipment or machinery with the knowledge of the dangers involved. Parent on behalf of Parent and on behalf of Child agrees to expressly assume and accept any and all risks of injury, death or loss that may occur to Child as a result of Child use of the facilities, equipment or machinery. (Please initial \_\_\_\_\_)

4. Parent acknowledges and declares that Child is physically and emotionally sound and is suffering from no known condition, impairment, disease, infirmity, or other illness that may prevent Child from use of the Southwind Recreation Center facilities, equipment or machinery.

5. Parent acknowledge that it is strongly recommended by Southwind Homeowners Association and/or Seven Springs Farm Inc that prior to Child’s use of the Southwind Recreation Center facilities, equipment or machinery, Parent obtain a medical evaluation

and doctor approval regarding the use of Southwind Recreation Center facilities, equipment and machinery.

6. Parent acknowledges that it is strongly recommended by Southwind Homeowners Association and/or Seven Springs Farm Inc that Child have a yearly or more frequent physical examination and consultation with Child's physician as to physical activity, exercise, and use of exercise and training equipment so that Parent and Child may have recommendations concerning these fitness activities and equipment use.

7. Parent acknowledges that Child has either had a physical examination and has been given permission by a physician to participate, or that Parent has decided to allow Child to participate in the use of the Southwind Recreational Center facilities, equipment or machinery without the approval of a physician. In either event, Parent agrees to knowingly assume for Parent and on behalf of Child all responsibility for Child's participation in the use of the Southwind Homeowners Association and/or Seven Springs Farm Inc facilities, equipment or machinery. (Please initial \_\_\_\_\_)

8. Parent acknowledges that Parent and Child are responsible for complying with all applicable rules, regulations and practices of the Southwind Recreation Center.

9. Children ages 16 and over may use the gym/exercise equipment without parental supervision. Children ages 13 through 15 must have parental supervision. Absolutely NO Children under the age of 13 are permitted to use the gym/exercise equipment.

10. The Seven Springs Farm Incorporated Rules and Regulations also apply regarding the use of the Southwind Recreational Center's exercise equipment.

**I HAVE READ AND UNDERSTAND THE CONTENT OF THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT. I AM AWARE THAT BY EXECUTING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS THAT I, MY CHILD OR OUR HEIRS, NEXT OF KIN, EXECUTORS OR ADMINISTRATORS MAY HAVE AGAINST THE SOUTHWIND HOMEOWNERS ASSOCIATION AND/OR SEVEN SPRINGS FARM INC AND/OR SEVEN SPRINGS FARM INCORPORATED.**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

(Parent or Legal Guardian) Print Name: \_\_\_\_\_

Southwind Address \_\_\_\_\_

Emergency Contact Number \_\_\_\_\_