

## **Lakota Canyon Rec Center Fitness & Pool Waiver & Release**

In consideration of my use of the exercise equipment, pool and facilities provided at Lakota Canyon Rec Center, I expressly agree, on behalf of myself, my Qualified Family Members, and my heirs, executors, administrators, successors and assigns, that the Lakota Canyon Ranch Master Association, and its insurers, employees, officers, directors, agents, consultants and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, my Qualified Family Members, or my guests in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of others.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, my Qualified Family Members, or my guests, and I hereby fully and forever release and discharge Lakota Canyon Ranch Master Association, its insurers, employees, officers, directors, board members and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of such equipment and facilities.

I understand that Lakota Canyon Rec Center does not provide supervision, instruction, or assistance for the use of the facilities and equipment. I hereby acknowledge that the use of the facilities for the Lakota Canyon Ranch Recreation Center and any privilege or service incident to membership is undertaken with the risk of possible injury. I accept any and all risk of injury to myself, my Qualified Family Members or my guests sustained while using the facilities for the Lakota Canyon Ranch Recreation Center or involved in any event or activity incident to membership in the Lakota Canyon Ranch Recreation Center. In accepting this risk of injury, I agree, on my own behalf and on behalf of my Qualified Family Members or guests, to indemnify and hold harmless Lakota Canyon Ranch Recreation Center and Lakota Canyon Ranch Master Association, and their respective affiliates, successors, and assigns, and their respective directors, officers, partners, shareholders, employees, and agents, from any and all loss, cost, claims, injury damages or liability (including, without limitation, reasonable attorneys' fees) sustained or incurred by me, my Qualified Family Members or our guests resulting from or arising out of any conduct or event connected with their use of the Lakota Canyon Ranch Recreation Center facilities.

I agree to comply with all rules imposed by Lakota Canyon Rec Center regarding the use of the facilities, pool and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I am aware that swimming and other pool activities are vigorous and can involve severe cardiovascular stress. I understand that swimming and other pool activities involve certain risks, including but not limited to death, drowning, or grave bodily injury. In addition, I understand that participation in swimming pool use involves activities incidental thereto, including, but not limited to, the possible reckless conduct of other participants. All stresses and hazards associated with this activity cannot be foreseen.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that Lakota Canyon Rec Center is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand that definition of "guests" includes members of my family or others living with me at my residence in Lakota Canyon Ranch.

### **Pool Rules**

- Pool Hours are from 10am to 8pm when open for the season. This does not include swim lessons, classes or adult swim offered outside of these hours.
- Pool is NOT open to the public, homeowners and family members/house guests only.
- Homeowners will be provided with one punch pass per season allowing the homeowner to bring additional guests. Each punch pass will have a total of 5 punches. Each punch will allow a maximum of 6 guests to attend with the homeowner.
- Homeowner must notify management and obtain approval for pool parties or to reserve tables. All parties are required to use Capital Deli catering.
- No outside alcohol or restaurant food is allowed. All liquor and food purchases are required to be through Capital Deli. Outside snacks are permitted.

### **Fitness Rules**

- You must be 16 years of age or older to use the facility without adult supervision.
- Return weights to rack after use and put all other equipment back in its place.
- Sanitize equipment after use.
- Use equipment as intended. Do not abuse or misuse. Do not drop the weights.
- Be mindful of others in the fitness area, share equipment and be courteous.
- Turn off TV's and lights when you leave if no one else is in the fitness facility. Please close all doors behind you.
- Leave the facility in as good or better shape than when you arrived.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

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

Print Name: \_\_\_\_\_

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