

# LAKOTA CANYON RANCH REC CENTER USE WAIVER & RELEASE

Updated 5/27/2021

In consideration of my use of the exercise equipment, pool and facilities provided at Lakota Canyon Ranch Rec Center, I expressly agree, on behalf of myself, my Qualified Household 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 associations, shall not be liable for any damages arising from personal injuries, illness, or death sustained by me, my Qualified Household 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 result, in whole or in part, is from the negligence of others.

By the execution of this agreement, I accept and assume full responsibility for any and all damages (both economic and non-economic), and losses of any type, which may occur to me, my Qualified Household 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 Ranch 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 Rec 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 Household Members or my Guests sustained while using the facilities for the Lakota Canyon Ranch Rec Center or involvement in any event or activity incident to membership in the Lakota Canyon Ranch Rec Center. In accepting this risk of injury, I agree, on my own behalf and on the behalf of my Qualified Household Members or Guests, to indemnify and hold harmless Lakota Canyon Ranch Rec 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, illness, damages, or liability (including, without limitation, reasonable attorneys' fees) sustained or incurred by me, my Qualified Household Members, or my Guests resulting from or arising out of any conduct or event connected with their use of the Lakota Canyon Ranch Rec Center facilities.

I agree to comply with all rules imposed by Lakota Canyon Ranch Rec Center regarding 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 or facilities 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 the facilities, including but not limited to the exercise equipment, involves the risk of injury, illness, permanent disability, or death.

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

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: \_\_\_\_\_