

Guest Waiver and Release of All Claims

Waiver and Release of All Claims –Pool/Hot Tub/Fitness/Tanning: Must be signed prior to use of facilities.

I recognize and acknowledge that there are certain risks of physical injury to residents and or their guests which may occur on the premises of College Town, including but not limited to injuries associated with the pool, hot tub, fitness room, and community building, and I agree to assume the full risk of any such injuries, damages or loss, regardless of severity, which I or my child/ward may sustain as a result of participating in any activities connected or associated with any such use of the facility. I waive and relinquish all claims I or my child/ward may have against College Town and its officers, agents, servants and employees as a result of personal injury suffered while on the College Town premises. I hereby fully release and discharge the College Town and its officers, agents, servants and employees from any and all claims from injuries, damage or loss which I or my child/ward may have or which may accrue to me or my child/ward on account of my utilization or the utilization of my child/ward in any of the College Town facilities. I further agree to indemnify and hold harmless and defend the College Town and its officers, agents, servants and employees from any and all claims resulting from injuries, damages and losses sustained by me or by my child/ward, and arising out, connected with, or in any way associated with College Town and its facilities.

I have read and fully understand the waiver and release of all claims.

FITNESS ROOM, POOL, HOT TUB, AND TANNING FACILITY User Agreement, Release & Waiver of Liability

In consideration for the free utilization of the FITNESS ROOM, POOL, HOT TUB, AND TANNING FACILITY provided by College Town for Residents, we, Understand and agree as follows:

1. To the best of my knowledge, I am physically sound and have medical approval by my doctor to participate in physical exercise activities of the type normally engaged in a voluntary health & fitness facility and for usage of a pool, hot tub, or tanning facility.
2. I understand and agree that I am responsible for learning how to use the equipment properly and safely. Should instruction be offered, I hold myself responsible for any potential injuries that may occur.
3. I understand that College Town reserves the right to change or cancel the continued availability of the FITNESS ROOM, POOL, HOT TUB, AND TANNING FACILITY without liability to me. No lease, license or bailment is created by my use of the FITNESS ROOM, POOL, HOT TUB, AND TANNING FACILITY. College Town is not liable for any loss or damage to my property arising out of my usage of the FITNESS ROOM, POOL, HOT TUB, AND TANNING FACILITY

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4. I agree to refrain from using equipment that I determine to be defective or need maintenance or repair.
5. I understand that a risk of injury is present when engaging in or utilizing the FITNESS ROOM, POOL, HOT TUB, AND TANNING FACILITY and I assume all responsibilities and risk of participation in this program.
6. IN CONSIDERATION OF THE ACCEPTANCE OF MY EXERCISE AGREEMENT, I THE UNDERSIGNED INTENDED TO BE LEGALLY BOUND FOR MYSELF, MY HEIRS, EXECUTORS, AND ADMINISTRATORS AND DO HEREBY RELEASE ANY AND ALL SPONSORS OF THIS FITNESS ROOM AND THEIR REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL LIABILITY ARISING FROM INJURIES, INCLUDING DEATH, THAT I MAY SUFFER AS A RESULT OF MY USAGE OF THE FITNESS ROOM, POOL, HOT TUB, AND TANNING FACILITY.
7. MY SIGNATURE ON THIS WAIVER IS EVIDENCE I SHOULD CHECK WITH MY DOCTOR TO SEE IF THE EXERCISE EQUIPMENT POOL HOT TUB AND TANNING FACILITY AND INSTRUCTIONS ARE SUITABLE FOR MY HEALTH AND PHYSICAL CONDITION.
8. I HAVE CAREFULLY READ THIS AGREEMENT, RELEASE & WAIVER LIABILITY, AND I KNOW ITS CONTENTS. I HAVE VOLUNTARILY SIGNED AS MY OWN FREE ACT.

Signature: _____ Date: _____ 20____

Print: _____

Guest of: _____ Unit: _____