

**RELEASE AND WAIVER OF LIABILITY AGREEMENT**  
**COVENANT NOT TO SUE**  
**AND EXPRESS ASSUMPTION OF RISK OF INJURY**

**Fitness Center, Pool & Spa**

IN CONSIDERATION OF BEING PERMITTED TO USE THE CHATEAU LAKE SAN MARCOS HOMEOWNERS ASSOCIATION FITNESS CENTER EXERCISE EQUIPMENT, AND POOL AND/OR SPA, I, THE UNDERSIGNED, FOR MYSELF, MY PERSONAL REPRESENTATIVES, MY HEIRS, ASSIGNS, AND MY NEXT OF KIN:

- \_\_\_\_\_  
*Initials*
1. **DECLARE** THAT I AM FULLY AWARE that use of the Fitness Center exercise equipment and pool, accessible pool lift and/or spa are INHERENTLY DANGEROUS and that I may become injured or die. With full knowledge of the dangers involved, I nevertheless voluntarily wish to use the Fitness Center exercise equipment, pool and/or spa.
- \_\_\_\_\_  
*Initials*
2. **HEREBY ACKNOWLEDGE** THAT I AM FULLY AWARE that FOR MY OWN PROTECTION I should consult with, and receive written authorization from my physician before using the Fitness Center exercise equipment, pool, accessible pool lift and/or spa.
- \_\_\_\_\_  
*Initials*
3. **HEREBY ASSUME FULL RESPONSIBILITY** for any risk of bodily injury or death due to the active or passive negligence of the Chateau Lake San Marcos Homeowners Association, any of its agents, or any of its employees and for all claims based upon strict or vicarious liability.
- \_\_\_\_\_  
*Initials*
4. **UNDERSTAND** that use of the Fitness Center exercise equipment, pool, accessible pool lift and/or spa may be dangerous and **HEREBY RELEASE** the Chateau Lake San Marcos Homeowners Association, its agents and its employees, from any liability as a result of injury or death which may occur during or following use of the Fitness Center exercise equipment, pool, accessible pool lift and/or spa.
- \_\_\_\_\_  
*Initials*
5. **IN EXCHANGE** for use of the Fitness Center exercise equipment, pool, accessible pool lift and or spa, for myself and my heirs, successors and assigns, **ACKNOWLEDGE THAT THERE ARE NO GUARANTEES OF SAFETY AND I HEREBY RELEASE, WAIVE AND DISCHARGE** the Chateau Lake San Marcos Homeowners Association, any of its agents, or any of its employees, from any and all liability to me and/or my family, representatives, heirs, and assigns, as a result of any injury or death arising from use of Fitness exercise equipment, pool, accessible pool lift and/or spa, even if said injury was caused by the passive or active negligence of the Chateau

*(SEE REVERSE SIDE)*

Lake San Marcos Homeowners Association, any of its agents, or any of its employees and also **RELEASE, WAIVE AND REMISE** any and all claims based upon strict liability in tort or upon vicarious responsibility. For myself and my heirs, successors and assigns, I also **COVENANT NOT TO SUE** the said persons or entities for any claim arising from such injury or death.

\_\_\_\_\_  
*Initials*

6. **DECLARE** that no oral representations, statements, or inducements apart from this written agreement have been made and I understand that this Agreement may be reviewed by my attorney. I acknowledge that if any action is brought in which this agreement is offered as a defense, or for the purpose of interpreting this agreement and declaring rights and obligations there under that the prevailing party shall be entitled to reasonable attorney fees and costs.

\_\_\_\_\_  
*Initials*

7. **HAVE READ AND UNDERSTAND THE AGREEMENT AND AM VOLUNTARILY EXECUTING IT.**

If any portion of this Agreement is adjudicated unenforceable, said portion shall be severed; the remaining portion shall remain in full force and effect.

HOMEOWNER / RESIDENT/RESIDENT GUEST/PRIVATE DUTY EMPLOYEE

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit

\_\_\_\_\_  
Private Duty Type (i.e. Caregiver)

CHATEAU LAKE SAN MARCOS HOMEOWNERS ASSOCIATION

\_\_\_\_\_  
Executive Director's Signature

\_\_\_\_\_  
Date

04/27/2016