



Wild Heron Property Owners Association, Inc.

WAIVER AND RELEASE OF LIABILITY

FITNESS CENTER

In consideration of the right to use the Wild Heron Fitness Center facilities the equipment within and while participating in any workout and/or training activities in the common areas. When participating in the aforementioned activities per Wild Heron Property Owners Association, Inc. rules, for himself/herself and personal representatives, heirs, and next of kin does hereby;

1. Release, waive and forever discharge Wild Heron Property Owners Association, Inc., its assigns, agents, successors, and Lake Powell Residential Golf Community Development District (CDD), together with their respective officers, directors, members, employees, representatives, agents, successors or assigns (referred to individually and collectively as "Releases'") from any and all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for all losses or damages and all related claims, on account of injury to the person or property, or resulting in the death of the-undersigned which arise from or relate in any way to the undersigned's use of the Wild Heron Fitness Center, the equipment, facilities, within, participating in any workout and/or training activities, whether caused by the negligence of the Releases' or otherwise.
2. Covenant and agree that the undersigned shall not commence or maintain any suit thereon against Releases' and agrees to indemnify, save and hold harmless Releases' from and against any and all loss, liability, damage or cost incurred which arise or relate in any way to the undersigned's use of the Wild Heron Fitness Center, the equipment, facilities, within, participating in any workout and/or training activities, whether caused by the negligence of Releases' or otherwise. Agree to indemnify Releases' from any and all liability arising from the use of the golf cart.
3. Assume full responsibility for any risk of bodily injury, including death, or property damage arising out of or related in any way to the undersigned's use of the Wild Heron Fitness Center, the equipment, facilities, within, participating in any workout and/or training activities, whether caused by the negligence of Releases' or otherwise. Agree to defend Releases' against lawsuit arising out of the use of the Wild Heron Fitness Center, the equipment, facilities, within, participating in any workout and/or training activities.
4. Acknowledge that the use of the Wild Heron Fitness Center, the equipment, facilities, within, participating in any workout and/or training activities involves risk of serious bodily injury, including death, and property damage. In the event of accident, the undersigned



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expressly acknowledges that his/her and all drivers/passengers injuries may be compounded or increased by negligent rescue operations or procedures of Releases', and does hereby knowingly and expressly forever release and discharge Releases' from all claims arising therefrom.

5. Agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts and omissions, including negligence, of the Releases', including but not limited to, negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the State of Florida. The undersigned further agrees that if any portion hereof is held invalid, it is agreed that the remaining terms shall, notwithstanding, continue in full legal force and effect.

I have read this complete release and waiver of liability, assumption of risk and indemnity agreement, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I further intend my signature to constitute a complete and unconditional release of all liability for the undersigned, to the greatest extent allowed by law.

Signature

Age

Date

Print Name

Group Name (if applicable)

Street Address, City, State, Zip

Note: One waiver form required for every family member age 16 and up.