

ARIA

RELEASE AND WAIVER OF LIABILITY

The undersigned desires to voluntarily utilize the services of a personal trainer while using the Fitness Center at Aria (“Association”). In consideration of the Association permitting the proposed use, BOTH the resident(s) and trainer agree as follows:

1. In consideration for being permitted by the Association to use the Fitness Center while voluntarily utilizing the services of a personal trainer, we hereby on our own behalf and on behalf of our assignees, heirs, distributees, family members, guardians and legal representatives assume the risk of any injury whatsoever and death arising from our using the Fitness Center, and thus shall not make or file any claim, action, lawsuit or other legal action against the Association, its members, officers and Board of Directors, general manager, employees, their respective agents as well as contractors and/or subcontractors (hereinafter, collectively referred to as “Released Parties”) for personal injury and/or property damage resulting from the negligence or other acts, however caused, by the Released Parties as a result of our respective use of the Fitness Center.

2. As lawful consideration for permission to use the Fitness Center with a personal trainer, we respectively agree to release from any legal liability, hold harmless and agree not to sue the Released Parties for any and all injuries, including death or property damage, arising out of, caused by, or resulting from any use of the Fitness Center during training sessions, in all instances, even if and whether or not such injury, death or property damage was caused by any negligence or alleged negligence of the Released Parties.

3. We jointly agree that this Release and Waiver of Liability is intended to be as broad and inclusive as is permitted by law. Any provision found to be invalid or unenforceable by a court shall not affect the validity and enforceability of any other provision.

4. We hereby release the Released Parties from any legal liability arising from such claims, actions, demands, or liabilities that our respective assignees, heirs, distributees, family, guardians and legal representatives now have or may hereafter have for any injury or damage resulting from such use of the Fitness Center with a personal trainer.

5. We respectively warrant that we are at least 18 years of age, and in good health and have no physical condition preventing us from using the Fitness Center and/or utilizing the services of a personal trainer, and that we have each consulted with a physician before engaging in the exercise program(s) or using the Fitness Center. We agree to abide by all rules concerning the use of the Fitness Center as well as provisions of the Governing Documents that apply to the Fitness Center. We further understand that the trainer shall only be permitted in the Fitness Center when training an Aria resident. No outside training is permitted in the Fitness Center at any time.

IMPORTANT: THIS DOCUMENT RELEASES THE ASSOCIATION FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH AND PROPERTY DAMAGE CAUSED BY ANY OF THE RELEASED PARTIES.

We have read this document, and understand we will give up substantial rights by signing it, and sign voluntarily.

Signature: _____ Print: _____ Date: _____
Resident: _____

Resident: _____

Trainer: _____