

## *Waiver of Liability*

In consideration of my use of the exercise equipment and facilities provided by the *Bella Housa Village HOA*, I expressly agree and contract, on behalf of myself, my household, and guests, that *Bella Housa Village* and its insurers and officers, shall not be liable for any damages arising from personal injuries (including death) sustained by me, my household, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of *Bella Housa Village*.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, my household, or my guest, and I hereby fully and forever release and discharge *Bella Housa Village*, its insurers and officers, 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 the use of said equipment and facilities. I expressly agree to indemnify and hold *Bella Housa Village* harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me, my household, or my guest.

I agree to be solely responsible for safety and well being of my household, guest and myself. I understand that *Bella Housa Village* does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by *Bella Housa Village* regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all

times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the *Bella Housa Village* is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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