

RELEASE AND WAIVER OF LIABILITY; ASSUMPTION OF RISK; COVENANT NOT TO SUE

CAUTION: DO NOT SIGN WITHOUT READING

Oceanside Community Association offers the residents various activities in the common area clubhouse facilities. To enable Oceanside Community Association to continue to offer these activities and encourage the volunteers' participation, a certain level of protection is needed.

In consideration of permission to teach or participate in the **water exercise class** to take place on the common areas of Oceanside Community Association, for myself and my heirs, successors and assigns hereby agree and acknowledge, each numbered paragraph to indicate:

1. I have voluntarily applied for permission to teach or participate in the **water exercise class** to take place on the common areas of Oceanside Community Association.
2. I acknowledge that for my own protection I must consult my physician before beginning to participate in the **water exercise class**.
3. I declare that I am fully aware that the premises used for the **water exercise class** may be inherently dangerous for that purpose, or related uses, and that as a result of participation in the **water exercise class**, I could be injured, or die.
4. With full knowledge of these dangers, I nevertheless wish to teach or participate in the aforesaid **water exercise class**.
5. I hereby assume all risk of bodily injury, death or property damage due to the active or passive negligence of Oceanside Community Association, its agents, its volunteers or its employees, for claims based upon strict or vicarious liability arising from permission to teach or participate in the aforesaid **water exercise class**.
6. In exchange for and in consideration of being permitted to teach or participate in the aforesaid **water exercise class**, I hereby release, waive and discharge Oceanside Community Association, its agents, volunteers, and/or its employees, from any and all liability to me and/or my family, heirs, and assigns, as a result of any injury or death arising from participation in the **water exercise class**, even if said injury was caused by the passive or active negligence of Oceanside Community Association. 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.
7. If any portion of this agreement is adjudicated unenforceable, said portion shall be severed and the remaining portion shall remain in full force and effect.
8. I acknowledge that I have been offered an opportunity to have this agreement reviewed by my attorney and I have satisfied myself that I understand the agreement and wish to execute it. 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.
9. I have read and understood this agreement. I agree that no oral representations, statements, or inducements apart from the foregoing have been made to persuade me to sign this agreement.

- 10. I understand that by signing below, I release and hold harmless Oceanside Community Association, its employees, volunteers and agents from any liability or claim for damages if I am injured as a result of participating in the **water exercise class** to take place on Association common areas.
- 11. I hereby acknowledge that the Association shall not be responsible to insure any claim or loss of my personal belongings, or to be responsible for any damages, claims, or liabilities, and hereby acknowledge that I have been advised to obtain insurance to cover such activities and agree to indemnify and defend the Association and hold the Association harmless for any claims, damages, liabilities, or causes of actions, whether known or unknown, in connection with the **water exercise class**.

Oceanside Community Association

Releasor:

By: _____

Signature

Date: _____

Printed Name

Date: _____

Unit _____ House _____

Phone: _____