

Release, Waiver and Hold Harmless Agreement

PLEASE PRINT CLEARLY & COMPLETE ALL INFORMATION				Today's Date:	
Participants's Name				Birth Date	
Street Address					
City		State		Zip	
Participant Phone #					
Emergency Contact Name			Phone #		
*OPTIONAL: E-MAIL SIGN UP					

THIS IS A BINDING, NON-ALTERABLE DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, LEGAL ADVICE SHOULD BE SOUGHT BEFORE BEGINNING ACTIVITY. By signing this document, you, your heirs, representatives or other entity representing your estate are releasing, waiving and holding harmless the River Place Owners' Association, River Place North Housing Corporation, River Place South Housing Corporation, River Place West Housing Corporation and River Place East Housing Corporation from all and any claims or court actions, now or in the future, to recover damages, compensation or obtain other remedies for any injury to yourself or your property, including death, however caused, arising out of your use of the fitness facilities, swimming pool or entertainment center (facilities) of the River Place Owners' Association.

ACKNOWLEDGEMENT OF RISKS

The undersigned individual ("User") acknowledges and agrees that the use of the facilities owned and/or maintained by River Place Owners' Association including without limitation may pose dangerous risks. User fully recognizes and appreciates the dangers inherent with activities utilizing the facilities. User agrees that User is assuming the complete risk of harm, injury or possible death since User desires to utilize the facilities. User realizes that User is subject to Injury from these activities regardless of pre-planning and/or training due to the potential dangers which User is being exposed.

RELEASE

In consideration of User's Permission to use the facilities, User agrees that User, User's heirs and representatives shall forever release, waive, discharge and hold harmless on behalf of User, the River Place Owners' Association, its' officers, directors, shareholders, attorneys, contractors, consultants, assigns, affiliates, agencies, workmen and/or employees (collectively,

“Employees”) of and from any cause of action, claim, demand right, damage, loss, expense and/or compensation of any nature whatsoever including but not limited to any claim of negligence, which User, User’s heirs, personal representatives and assigns may now have, or in the future shall have against the River Place Owners’ Association on account of damages therefore, arising out of or in any way related to User’s use of the facilities, whether that use is supervised or unsupervised by the River Place Owner’s Association or its’ employees, regardless of the injury or damage is caused, including, but not limited to, the negligence of River Place Owners’ Association and its’ employees.

This release is a Virginia contract and User consents to the jurisdiction and venue of Arlington, Virginia for any action relating to this Release, regardless of User’s residence of domicile. User Represents and warrants to the River Place Owners’ Association that User is of lawful age (18 years or older), or has an accompanying parent/guardian present to co-sign, and is otherwise legally competent to sign this Release are legally binding and User has signed the Release of User’s own free will, after having carefully read and understood it.

I WITNESS WHEREOF User has executed this Release on the day of _____, 20_____.

Signature of Participant named on the front of this form _____.

IF USER IS A MINOR: If User is a minor, the User’s parent and/or guardian must sign this consent. By signing this Release, the parent and/or guardian agrees that the parent and/or guardian have read this Release in full, understands the risks and hazards inherent in these activities and agrees that the minor and the parent/guardian shall comply with the terms and conditions set forth in the above Release.

Parent/Guardian Signature _____ Print Name _____