



**RELEASE AND WAIVER OF LIABILITY**

I understand that the Cambridge Lakes Community Center will not be fully staffed and that there is an inherent risk that the use of the Cambridge Lakes Community Center, including the exercise and workout facilities, equipment, services and programs may result in injury to me. Therefore, I hereby agree to specifically assume all risk of injuries to myself and my guest while using any of the Cambridge Lakes Recreation facilities, equipment, services or programs. For purposes of this document, the term "facilities" shall be deemed to also include all swimming pools, amenities and other property owned or maintained by Cambridge Lakes Community Association.

I further agree that the use of any and all machinery, equipment and apparatus in the Cambridge Lakes Community Center shall be at my sole risk. I also agree that I am responsible for the actions and conduct of my family members and my guests utilizing the Cambridge Lakes facilities.

Notwithstanding any consultation of the programs, which may be provided by Cambridge Lakes Community Center staff, it is hereby understood that the selection of exercise programs and/or craft/hobby programs and the methods and types of equipment used for such programs shall be my entire responsibility. The risk I am assuming includes:

The risk I am assuming includes but is not limited to injuries arising from the use of the machines, participation in activities and programs within the facilities, injuries and medical disorders resulting from exercise within the facilities, and accidental injuries within the facilities.

I hereby waive and release any and all claims, demands or actions I may have against the Cambridge Lakes Community Association, DRH Cambridge Homes, Inc. L.L.C., Foster/Premier, Inc. and each of their respective officers, directors, agents, employees, affiliates, partners, successors and assigns (collectively, the "Indemnified Parties") for damage or loss of property or for injuries arising out of or in connection with the use of the Cambridge Lakes facilities, and hereby agree to hold harmless and defend the Indemnified Parties from all claims, costs, damages and expenses, including but not limited to attorney's fees and court costs, which may be brought against each or any of the Indemnified Parties by myself (or on my behalf), my family members (or on their behalf), or by my guests (or on their behalf) for any such damage or loss of property or for such injuries.

I further acknowledge that I have no disability, impairment of ailment that will prevent me from engaging in active or passive exercise or activity that will be detrimental or inimical to my health, safety or physical condition.

I have read the foregoing, and I will abide by the rules and regulations herein.

**NOTICE: Do not sign this agreement before you read it. Your signature will serve as a release and waiver.**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

Homeowner AGREEANCE: agree      disagree

\_\_\_\_\_  
Date