

GYM WAIVER AND RELEASE OF LIABILITY

You, Owner/Resident and all guests of the Lafayette Association of Homeowners, Inc, agree that if you engage in any physical exercise or activity on the premises, you do so at your own risk. This includes, without limitation, your use of any equipment in the "Gym" and your participation in any activity, class, program or instruction. You agree that you are voluntarily participating in these activities and using these facilities and premises and assume all risk of injury to you or the contraction of illness or medical condition that might result, or any damage, loss or theft of any personal property. You agree on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge the Lafayette Association of Homeowners, Inc (and our affiliates, employees, agents, representatives, successors and assigns) from any and all claims or causes of action (known or unknown) arising out of negligence. This Waiver and Release liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) our improper maintenance of any exercise equipment or facilities, (c) our negligent instruction or supervision, and (d) you slipping and falling while in the "Gym" or on the premises.

You acknowledge that you have carefully read this Waiver and Release and fully understand that it is a release of liability. You are waiving any right that you may have to bring legal action to assert a claim against us for our negligence.

Signature:	Unit:
Print Name:	Date: