

REGENCY AT PROVIDENCE COMMUNITY ASSOCIATION
ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AND
HOLD HARMLESS AGREEMENT

In consideration for receiving permission to be on the premises and to participate in any activities at Regency at Providence, I hereby agree to the following:

Assumption of Risk: I understand there is risk of physical injury, property damage and transmission of communicable viruses and diseases (like COVID-19 and monkeypox) when I use the amenities and participate in activities and events at the Regency at Providence Clubhouses and other community common areas. I have been informed there is no instructor on duty in the Fitness Center and no lifeguard for the indoor or outdoor pools and that I am therefore using these facilities at my own risk. Participation in sponsored classes, such as aerobics or similar programs, at the facilities is also at my own risk. I am in good enough health or have received approval from my physician to use the equipment and facilities at the Fitness Center and participate in classes. As an adult individual, I accept the responsibility to ensure that I and each of my guests follow the Rules and Regulations at our community for the Fitness Center, pools and other common areas and will make myself aware of any changes in those rules or adoption of new rules. I also accept full responsibility for familiarizing myself with the latest guidelines issued by the Centers for Disease Control for avoiding transmission of viruses and diseases.

Waiver, Release and Indemnity: I acknowledge and fully assume the risk of property damage, injury, illness and/or death from the above conditions due to my being on the premises and participating in any activities at Regency at Providence. I hereby **RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS** the Regency at Providence Community Association and its officers, directors, agents, employees and assigns (together, the "Releasees") from any claims, losses, damages, liabilities, demands, judgments, suits, costs or expenses (including attorney's fees and costs) arising out of any illness, personal injury (including death), property damage or loss (together, the "Claims"), which either I (or any minors in my care) may sustain while using the amenities or participating in activities at the premises, even if the injury, illness, damage or loss is caused in whole or in part by an act or failure to act by the Releasees.

I acknowledge and agree that I have read the above ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AND HOLD HARMLESS AGREEMENT, that I fully understand it and sign it voluntarily as my own free act. I am at least eighteen (18) years of age and fully competent and agree to be bound by its terms.

Accept and agreed to on this _____ day of _____, 202____ by:

SIGNATURE: _____

PRINT NAME: _____

HOME ADDRESS: _____

Updated and Approved September 22, 2022