

RESIDENT
INFORMED CONSENT, RELEASE AND WAIVER AGREEMENT

Before using the Falls Run Community Association's Center facilities, the Board of Directors requests that you read and sign the following Informed Consent Agreement:

I, _____, declare that I intend to use some or all of the facilities offered by the Falls Run Community Association, Inc. (the Association), including but not limited to, the fitness center, swimming pools, tennis courts, bocce ball court, meeting rooms and to participate in events sponsored from time to time by The Center. All of these activities and programs are collectively referred to as the facilities. In consideration for being allowed to use the facilities and participate in the events (collectively, the activities), I declare as follows:

1. I understand that each individual (myself included) has a different capacity for participating in such activities and programs. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portions of the information or instruction I receive. I have read and agree to comply with the written rules and regulations for use of the facilities.
2. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct my self in that activity or program. I acknowledge that my choice to participate in any activity or program at The Center brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.
3. I understand that participating in the activities may involve risk, including economic loss, effects on health, disabilities or death, and I willfully and voluntarily assume those risks.
4. I accept personal responsibility to always act in a safe manner and to abide by the rules and regulations of The Center whenever I participate in these activities. I agree to immediately inform a representative of The Center, and to stop participating in the activities, if I observe an unsafe conditions or broken equipment, or if I experience any pain, discomfort or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire and that I may also be requested to stop and rest by a Center employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.
5. I understand that I am responsible for obtaining appropriate insurance coverage when participating in the activities and that the Association will not provide to me any insurance coverage.
6. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in an of the activities and programs of the facilities, or use of equipment or machinery. I understand that I have been strongly advised to obtain my doctor's approval before participating in the activities, especially any exercise, aerobic or fitness activity. I also acknowledge that I have been strongly advised to obtain yearly or more frequent physical examinations and to review with my doctor the activities that are best suited to me. I understand that my decision to participate in the activities is voluntary. The Association does not have the resources to review, and is not responsible for reviewing my decision to participate in the activities. I acknowledge I have either had a physical examination and been given my physician's approval to participate in the activities, or I have elected to participate in the activities without the approval of my doctor and hereby assume all risk and responsibility for my participation in the activities.
7. By signing this document, I acknowledge that I have voluntarily chosen to participate in the activities. I assume all risk for my health and, on behalf of myself, my heirs, beneficiaries, dependents and personal representatives, release and hold harmless the Association and its respective directors, officers, employees and agents from any responsibilities, liabilities, damages, or claims related to my participation in the activities.

I declare that the terms of this Informed Consent Agreement have completely read and are; fully understood by me and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver fro the

purpose of making a full and final compromise and settlement of nay and all claims, disputed or otherwise, related to the facilities and programs described above.

Signature of Resident

Date

Printed Name

Resident's Membership Number

In case of emergency, please list a contact that does not reside in your home:

Contact's Name_____

Contact's Phone Number(s)_____

Contact's Relationship to Guest_____

Activities Director's Signature