



**RELEASE OF LIABILITY AND INDEMNITY AGREEMENT  
FOR USE OF THE WEST OCEAN ASSOCIATION  
COMMON AREA FACILITIES AND FITNESS CENTER**

I, \_\_\_\_\_, am owner/resident/guest (circle one) in The West Ocean Association ("Association"). I wish to be allowed to use the Association facilities including the fitness center, the equipment in the fitness center, the shower area, restrooms, pool, sauna, spa, and all other facilities. (Collectively referred to as the "Facilities")

I hereby acknowledge and agree to abide by each of the following terms and conditions in order to be permitted to use the Facilities.

1. I HEREBY AGREE TO ACCEPT THE COMPLETE RESPONSIBILITY AND RISK FOR ANY INJURY OR DEATH ARISING OUT OF OR RESULTING FROM MY USE, OCCUPANCY, OR OPERATION OF THE ASSOCIATION'S FACILITIES, WHETHER I AM ACTIVELY USING THE FACILITIES OR NOT.

2. I ALSO HEREBY AGREE TO ACCEPT COMPLETE RESPONSIBILITY FOR ANY PERSONAL INJURIES TO OR PROPERTY DAMAGE BY MYSELF WHILE IN THE COMMON AREA FACILITIES, WHETHER I AM ACTIVELY USING THE FACILITIES OR NOT.

3. I HEREBY ALSO AGREE THAT I, MY HEIRS, EXECUTORS AND ADMINISTRATORS WILL NOT MAKE ANY CLAIM AGAINST, SUE, FILE ANY LEGAL ACTION, ATTACH THE PROPERTY OF, OR PROSECUTE THE ASSOCIATION, ITS DIRECTORS, MEMBERS, EMPLOYEES, INSURANCE CARRIERS, INSURANCE POLICIES, AGENTS, REPRESENTATIVES AND ATTORNEYS (COLLECTIVELY REFERRED TO AS THE "ASSOCIATION"), FOR INJURY, DEATH OR DAMAGE RESULTING TO ME AS A RESULT OF MY USE OF THE FACILITIES, AS A RESULT OF THE NEGLIGENCE OR OTHER ACTS OF MYSELF OR OTHERS, INCLUDING ASSOCIATION, AND TO ACCEPT COMPLETE RESPONSIBILITY FOR DEATH, PERSONAL INJURIES TO ME OR PROPERTY DAMAGE BY ME WHILE I AM IN THE COMMON AREA FACILITIES OR RELATED PREMISES AND FACILITIES, WHETHER USING THE FACILITIES OR NOT.

4. FURTHER, I AGREE TO INDEMNIFY, DEFEND AT MY SOLE COST AND EXPENSE, AND TO HOLD HARMLESS THE ASSOCIATION FROM ANY AND ALL CLAIMS, DEMANDS, COSTS, LOSS, DAMAGE AND LIABILITY FOR INJURY OR DEATH RESULTING DIRECTLY OR INDIRECTLY FROM MY USE OF THE FACILITIES, OR NOT, WHETHER OR NOT RESULTING FROM THE NEGLIGENCE OR OTHER ACTS BY ASSOCIATION AND TO ACCEPT COMPLETE RESPONSIBILITY FOR ANY DEATH, ILLNESS, PERSONAL INJURIES OR PROPERTY DAMAGE BY ME WHILE IN THE ASSOCIATION COMMON AREA FACILITIES, WHETHER OR NOT USING THE FACILITIES.

5. I AM FULLY AWARE OF EACH AND EVERY ONE OF THE RISKS AND HAZARDS INHERENT IN USING THE FACILITIES, AND HEREBY EXPRESSLY ACKNOWLEDGE AND AFFIRM THAT I UNDERSTAND THAT BY USING THE FACILITIES, INCLUDING ANY EQUIPMENT, THAT I RISK THE POSSIBILITY OF SEVERE OR LIFE THREATENING PERSONAL INJURY, DEATH, ILLNESS, INCLUDING BUT NOT LIMITED TO BRAIN DAMAGE, OXYGEN DEPRIVATION, DROWNING, EQUIPMENT OR WEIGHT MACHINE RELATED INJURY OR ILLNESS, SLIP AND FALL, HEART ATTACK, STRANGULATION, BROKEN BONES, HEAT STROKE, STROKE, EXHAUSTION, EXPOSURE TO VARIOUS METALS, AND OTHER TYPES OF HARM, INJURY OR DAMAGE, AS WELL AS PROPERTY DAMAGE. (COLLECTIVELY, THE "RISKS") I AM FULLY AWARE OF, AND UNDERSTAND THOROUGHLY, SUCH RISKS, AND VOLUNTARILY ELECT DESPITE THE RISKS AND WARNING OF SUCH RISKS TO VOLUNTARILY ENGAGE IN SUCH RISKS AND I AGREE TO ASSUME AND TO ACCEPT COMPLETE RESPONSIBILITY FOR ALL SUCH RISKS, INCLUDING ANY LOSS, DAMAGE, DEATH, ILLNESS AND INJURY THAT MAY BE SUSTAINED WHILE IN THE COMMON AREA FACILITIES OR RELATED PREMISES, WHETHER OR NOT USING THE FACILITIES.

6. I ALSO UNDERSTAND THAT ANY INSURANCE POLICIES CARRIED BY THE ASSOCIATION WILL NOT COVER OR PAY FOR ANY INJURY, ILLNESS, DEATH OR DAMAGE WHICH I MAY INCUR AS A RESULT OF THE RISKS WHICH MAY OCCUR AS RESULT OR NOT AS A RESULT OF MY USE OF THE FACILITIES.

7. I GIVE MY PERMISSION, IN CASE OF AN EMERGENCY. TO THE ASSOCIATION, THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES, TO OBTAIN EMERGENCY MEDICAL CARE FOR ME IF CONSIDERED BY THEM TO BE NECESSARY, AND TO RELEASE THE ASSOCIATION FROM ANY AND ALL LIABILITY FOR OBTAINING SUCH MEDICAL CARE

8. IN CASE OF EMERGENCY, THE FOLLOWING PERSON(S)  
SHOULD BE CONTACTED:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

THIS CONSENT, AGREEMENT, RELEASE AND AUTHORIZATION SHALL  
BE VALID AND CONTINUE IN EFFECT UNTIL SUCH TIME AS I HAVE  
PROVIDED WRITTEN NOTICE TO THE ASSOCIATION OF MY TERMINATION  
OF IT.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail