

Waiver of Liability for Fitness Center and Fitness Equipment

Name (print): _____
Address: _____
City/State/Zip Code: _____
Phone numbers (daytime): _____ (evening) _____ Email: _____
Are you 18 years or older? _____ Yes _____ No

1. I hereby represent and warrant that (i) I have read the Alexandria Knolls West Condominium Homes Council of Owners Fitness Center Rules ("Rules"); (ii) I shall comply with the Rules; (iii) I am familiar with the safe and proper use of the exercise equipment in the Fitness Center ("Fitness Center"); (iv) I will use all of the exercise equipment properly; (v) I am responsible for my personal conduct in the Fitness Center; and (vi) if I am Co-Owner of an apartment in the Alexandria Knolls West Condominium, I am responsible and liable for the conduct of the members of my household, tenants and guests when they are in the Fitness Center.
2. I acknowledge and agree that (i) the use of equipment and facilities in the Fitness Center is unsupervised; (ii) Alexandria Knolls West Condominium Homes Council of Owners ("Council") recommends that I consult with my physician and/or health care providers before starting an exercise program using the equipment and facilities in the Fitness Center and participating in any classes or activities in the Fitness Center; (iii) the improper use of equipment and facilities, which includes without limitation, my use of the equipment, showers, and sauna, and my participation in any activity, class, program, personal training, or other instruction now or in the future made available, can lead to injury, illness and/or death; and (iv) I am voluntarily using the Fitness Center at my own risk and assume all risks associated with the use of the Fitness Center.

3. To the fullest extent under Virginia law, I hereby release and forever discharge the Council, its directors, officers, employees, members, residents and agents, including its Community Manager/Managing Agent, for any claims, liabilities, injuries, damages to my person, direct or indirect, including but not limited to costs and attorney's fees, arising from, caused by, or the result of my use of the Fitness Center including any first aid, emergency treatment or any other services which may be rendered or failed to be rendered by released parties, emergency personnel or good samaritans.

4. To the fullest extent under Virginia law, I acknowledge and agree that the Council is not responsible for any claims, liabilities or damage to or loss of any personal property for any reason whatsoever (including theft), direct or indirect, arising from or relating to my use of the Fitness Center, and I hereby release and forever discharge the Council, its directors, officers, employees, members, residents and agents for any claims, liabilities, injuries, damages to or for any personal property, including loss or theft of personal property.

5. I further agree that I am responsible and liable for any and all claims, liabilities, injuries, damages to persons or property, direct or indirect, including but not limited to costs or attorneys' fees, arising from, or as a result of my misuse, abuse, intentional or negligent use of the equipment and participation of activities in the Fitness Center. I hereby agree to indemnify and hold harmless the Council, its directors, officers, employees, members, residents and agents for any such claims and/or liabilities, injuries, damages to persons or property, including but not limited to, costs and attorneys' fees.

6. This Agreement is binding upon my heirs, beneficiaries, and successors-in-interest.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS USE WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

Signature: _____

Print Name: _____

Date: _____