

CASA COSTA POOLS

Waiver of Liability and Assumption of Risk Agreement Use of Premises

Waiver: In consideration of my use of the Casa Costa Pool(s) for water aerobics classes, I for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Casa Costa Condominium Association, Inc., its trustees, directors, officers, employees and agents, and release same from liability from any and all claims including the negligence of Robert Hall resulting in personal injury, accidents or illnesses (including death).

Assumption or Risk: I acknowledge that the water aerobics class carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I have read the previous paragraphs and I know, understand and appreciate these and other risks are inherent in the activity in which I am participating. I hereby assert that my participation is voluntary and that I knowingly assume all such risk and that my health expressly permits such physical activity.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless Robert Hall, Casa Costa Condominium Association, Inc., its trustees, directors, officers, employees and agents from any and all claims, actions, suits, costs, expenses, damages and liabilities including attorney fees as a result of this use of premises.

Severability: The undersigned further expressly agrees that the forgoing waiver and assumption of risk agreement is intended to be broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk and indemnity agreement, and fully understand its terms, I acknowledge that I am signing this agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature: _____ Date: _____

Print Name: _____ Unit No.: _____

Phone No.: _____