



THE SWIM & FITNESS CENTER & STUDIO2 LIABILITY WAIVER

I am aware that exercise can be physically stressful and in certain instances can event be harmful and result in death. I understand that I should consult with my personal physician before I begin or continue any exercise program. In consideration of use of The Swim & Fitness Center at Red Hawk facilities (all locations, hereinafter referred to as the Center) and activities run within the Center, I agree as follows:

1. I understand the risk and danger to me and my property associated with my use of the Center, and I do so voluntarily in reliance upon my own judgment and ability. I assume risk of personal injury, death, and property damage or loss from any cause whatsoever, including, but not limited to failure of anyone to enforce rules and regulations or inspect equipment or facilities, and negligence of other members or guests.
2. I shall indemnify, defend and save harmless Red Hawk Land Company, LLC (RHL), and any managers, members, servants, agents and employees from all liability, loss, costs, damages, claims, or causes of actions of any kind or nature whatsoever, and expenses, including attorney's fees arising or claimed to have risen out of personal injuries or death, or property damage or loss, sustained by me as a result of negligence on the part of RHL, its staff or other guests or members, or by others as a result of my own negligence or intentional acts, during my use of the Center and activities run within it.
3. I acknowledge receipt of instruction about potential risks, including risks of property damage or loss, personal injury, and death, associated with the use of the Center, equipment and participation in activities within the Center. I understand that I share in the responsibility for my safety during use of the Center and I assume that responsibility.

I certify that I am at least eighteen (18) years of age, medically sound, and physically fit to participate in the Center activities. I further certify that no oral promise, agreement, warranty or representation concerning safety or liability has been made to me. I certify that I have read the foregoing information and understand it. Any questions, which may have occurred to me, have been answered to my satisfaction. I certify that if less than 18, that my parent or guardian has explained this form to me and by their signature agrees that they understand this document and will be banned thereby.

I have read and understand this document, and agree that it will legally bind me and my estate.

Print Name _____ Email _____

Address _____ Phone # _____

Signature _____ Date _____

Parent or guardian (if not 18 years old)

Print Name _____

Signature _____ Date _____

Witness

Print Name _____

Signature _____ Date _____