

Release Agreement – Colony Park Cithomes Exercise Facilities

In consideration for the use of the exercise and related facilities including but not limited to any and all exercise equipment (Facilities) located at the structure commonly known as the Colony Park Cithomes Manor House, the undersigned acknowledges and agrees with the Colony Park Master Association (Association) as follows:

1. The undersigned is an owner or tenant of Colony Park Cithomes I or Colony Park Cithomes Park II. Guests or invitees are NOT allowed use of the exercise equipment and related exercise facilities.
2. The undersigned may use the Facilities only in accordance with the rules and regulations outlined within this release. It is the responsibility of the undersigned to read and understand the provisions of this document. With his/her signature below, the undersigned acknowledges that he/she has read and understands the provisions of this Release Agreement
3. The Facilities may be used only by the undersigned Owner or Tenant of Colony Park Cithomes I or Colony Park Cithomes II.
4. So that the Facilities may be used free of charge, the undersigned acknowledges that the condition, operation and use of the Facilities will be unsupervised by the Colony Park Cithomes Master Association or its agents or employees and agrees that the Association will not be responsible for any personal injury or loss of personal property. All use of the Facilities by the undersigned, Owner and/or Tenants, is at the sole risk of each such party and the Association shall have no liability therefore. The undersigned hereby expressly and unconditionally releases the Association from all liability, loss, cost and expense caused by or incurred as a result of the undersigned's use of the Facilities. The undersigned assumes all responsibilities, risks, liabilities, and hazards incidental to the exercise activities/Facilities, and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members, past, present, and future from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Manor House's exercise Facilities.
5. The undersigned acknowledges and agrees that he/she has sole responsibility for consulting with his/her physician as to the use of the Facilities and for knowing: (i.) the proper use of the Facilities; (ii) the condition of the Facilities and (iii) his/her limitations in the use of the Facilities.

The instrument was executed by the undersigned, with full knowledge of its contents, including, but not limited to, the assumption of risk by the undersigned for his/her use of the Facilities and the complete and unconditional release of the Colony Park Cithomes Master Association (Board of Directors) or Colony Park I and/or Colony Park II Board of Directors past or present, from liability, loss, cost and expense caused by or incurred as a result of the undersigned's use of the Facilities.

WITNESS:

BY:

Print Name: _____

Print Name: _____

Date: _____

Date: _____