

FITNESS CENTER WAIVER AND RELEASE

I enter into this Fitness Center Waiver Release (Agreement) with Crestwood Village 5 for the privilege to use the fitness center (facility) located at Hilltop Hall, 325 Schoolhouse Road, Whiting, New Jersey 08759.

1. Waiver and release of all claims (including negligence)

In consideration for use of the facility, I waive and release Crestwood Village 5, its agent, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. **This waiver and release is intended to and does release from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Crestwood Village 5's negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release from any liability resulting from their intentional conduct.**

I understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the past, that a doctor's approval should be obtained prior to use of the facility's equipment. I understand and agree that it is my sole responsibility to obtain a doctor's approval.

I further covenant and agree not to institute any claims or legal action against Crestwood Village 5 for any claim release by this Agreement. I further agree that should any claim be made against Crestwood Village 5 in contravention of this Agreement, including but not limited to derivative claim, I will protect, defend and completely indemnify (reimburse) Crestwood Village 5 for any such claim and expenses including attorney's fees and costs incurred by Crestwood Village 5 in defending themselves or security indemnity hereunder.

I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.

I understand that Crestwood Village 5 is not responsible for any lost or stolen valuables or property from within the facility.

While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will full comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Crestwood Village 5 for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of this Agreement and its terms and conditions, as determined by Crestwood Village 5, will void and terminate this Agreement and may result in loss of ability to use the facility.

Name (please print) _____

Address _____

Signature _____ Date: _____