

**Windy Hill Senior Center, Inc. (aka Windy Hill on the Campus)**

**Fitness Room and Exercise Waiver**

In consideration of my use of the exercise equipment and facilities and participation in the exercise classes provided by Windy Hill Senior Center, Inc. (Windy Hill), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, and directors, shall not be liable for any damages arising from personal injuries (including death) sustained by me on or about the premises, or as a result of the use of the equipment or facilities and/or participation in exercise classes, regardless of whether such injuries result, in whole or in part, from the negligence of Windy Hill. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type which may occur to me. I hereby fully and forever release and discharge Windy Hill, its insurers, employees, officers and directors from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the use of said equipment, facilities and classes.

I expressly agree to indemnify and hold Windy Hill harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.

I agree to be solely responsible for safety and well being of myself. I understand that Windy Hill does not provide supervision, instruction, or assistance for the use of the facilities and equipment,

I agree to comply with all the rules imposed by Windy Hill regarding the use of the facilities, equipment and classes. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment and participation in exercise classes involves risk of injury, including permanent disability and death.

I understand and agree that Windy Hill is not responsible for property that is lost, stolen, or damaged while in, on or about the premises.

**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_