

TALEGA GALLERY COMMUNITY ASSOCIATION
A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT LIMITS THE LIABILITY OF THE TALEGA GALLERY COMMUNITY ASSOCIATION (TGCA) OF SAN CLEMENTE, CALIFORNIA, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, AND PROFESSIONAL COMMUNITY MANAGEMENT, INC. A CALIFORNIA CORPORATION, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "TGCA RELEASEES" AND WAIVES ANY CLAIM YOU MAY HAVE AGAINST THE TGCA RELEASEES FOR INJURY OR DAMAGE, EVEN IF YOUR INJURY OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF THE TGCA RELEASEES. READ IT CAREFULLY BEFORE DECIDING TO USE THE FACILITY OR EQUIPMENT THEREIN.

I, _____ hereby register to instruct or participate in EQUIPMENT ROOM/GYMNASIUM/RECREATIONAL ACTIVITIES at the TGCA facility and to use the facility and equipment provided therein.

I, on behalf of myself, my personal representatives, family and heirs, respect and agree as follows:

- 1) I understand that the use of the facilities, equipment, services, programs and premises includes an inherent risk of injury to persons and property;
- 2) I am in good physical condition and have no disabilities, diseases, illnesses, or other conditions that could prevent me from exercising and using the facilities without injuring myself or impairing my health and;
- 3) I have consulted a physician concerning an exercise program that will not expose me to risk of injury or impairment to my health, and my physician has approved my contemplated activities at the facilities.
- 4) I understand that risk of injury includes, but is not limited to, injuries arising from or relating to the use by myself or others of exercise equipment and machines, locker rooms, wet areas and other fitness/gymnasium facilities; injuries arising from or relating to participation by myself or others in supervised and unsupervised activities or programs throughout the facility; injuries and medical disorders arising without limitation from or relating to the use of the facilities such as heart attack, stroke, death, heat stress, sprains, strains, broken bones, and torn muscles, tendons, and ligaments among others; and accidental injuries occurring anywhere in the facility including lobbies, hallways, exercise areas, locker rooms, restrooms, or activities associated with TGCA which are carried on anywhere or while I am traveling to or from the facility.
- 5) Accidental injuries included, without limitation, are those caused by myself, those caused by other persons, and those of a slip and fall nature.
- 6) If I have any special exercise requirements or limitations, I agree to disclose them to TGCA staff before using the TGCA facilities or when seeking help in establishing or carrying on an exercise program.
- 7) I hereby agree that all exercises and use of TGCA facilities, equipment and services, programs and premises are undertaken by myself and at my sole risk.
- 8) By the execution hereof, I hereby waive all claims which I or my personal representatives, family and heirs may have hereafter against TGCA, and do hereby release TGCA on my behalf and on behalf of my personal representatives, family and heirs, and agree to hold TGCA absolutely

harmless from all claims, demands, injuries, damages, actions, suits, or causes of action to persons or property, arising out of or in any way connected with my or others use of the TGCA facilities, premises, equipment, services or programs, including those arising out of any active or passive negligent act or omission of TGCA, except as to such which may arise from the gross negligence or willful misconduct of TGCA.

- 9) I do hereby further agree, on behalf of myself and my personal representatives, family and heirs to assume full responsibility for all risks of bodily injury, death or property damage due to the negligent act or omission of TGCA.
- 10) I acknowledge that I have carefully read this RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and fully understand it is a release of liability. I am waiving any right that I may have to bring legal action to assert a claim against TGCA for its negligence.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, which shall remain in effect for so long as he/she shall use the facility or the equipment, and the undersigned further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

THE UNDERSIGNED is aware that section 1542 of the California Civil Code provides that a general release does not extend to claims that are not known or suspected to exist at the time of executing the release, if the knowledge thereof would have materially affected the decision to execute the release. With full knowledge, THE UNDERSIGNED WAIVES THE PROVISION OF CIVIL CODE SECTION 1542 with respect to the participation of myself or my children or my guest of TGCA facilities.

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT IT LIMITS THE LIABILITY OF THE TGCA RELEASEES AND WAIVES ANY CLAIM FOR ANY INJURY I MAY SUSTAIN, OR LOSS OF, OR DAMAGE TO, MY PROPERTY IN CONNECTION WITH MY USE OF THE TGCA FACILITY AND /OR EQUIPMENT.

Name _____ Signature _____
(Please Print)

Date: _____ Address _____

For Management: _____ Date _____

1/16/05