

**WAIVER, RELEASE OF LIABILITY, COVENANT NOT-TO-SUE, AND
INDEMNITY AGREEMENT FOR USE OF ASSOCIATION GYM
BY MINOR CHILD**

1. Live Oak Preserve Association, Inc. (the “Association”) is a Florida Non-Profit Corporation incorporated pursuant to Chapter 617, Florida Statutes. The Association makes available an indoor workout facility (the “Association Gym”) to its members and the guests of members.

2. The Association requires a person be a minimum of 12 years old to access and use the Association Gym. The Association further requires persons that are 12, 13, or 14 years old to be accompanied and supervised by an adult to access and use the Association Gym. Persons that are 15, 16, or 17 years old may access and use the Association Gym without being accompanied and supervised by an adult.

3. Any person between the age of 12 and 17 years old is strictly prohibited from accessing and using the Association Gym unless and until this Waiver, Release of Liability, Covenant Not-To-Sue, and Indemnity Agreement (the “Release”) is fully executed by the parent or legal guardian of the minor. No person under the age of 12 years old may access and use the Association Gym.

4. I represent that I am the natural parent or legal guardian of the minor child, _____ . I represent that minor child’s date of birth is _____, and that the child is at least 12 years old.

5. I UNDERSTAND AND AGREE THAT I AM WAIVING LEGAL RIGHTS OF MY MINOR CHILD OR WARD BY SIGNING THIS RELEASE.

6. I UNDERSTAND AND AGREE THAT I MAY CONSULT WITH AN ATTORNEY OF MY OWN CHOOSING PRIOR TO EXECUTING THIS RELEASE.

7. I UNDERSTAND THAT I MAY ELECT NOT TO SIGN THE RELEASE, AND THAT THE ASSOCIATION HAS THE RIGHT TO REFUSE TO LET MY CHILD OR WARD ACCESS AND USE THE ASSOCIATION GYM.

8. I understand the Association Gym contains certain equipment designed and manufactured by third parties for exercise purposes and that the Association expressly disclaims any representations or warranties regarding the condition of the equipment in the Association Gym.

9. I represent that my minor child understands and knows how to safely use each piece of equipment in the Association Gym.

10. I understand and agree that the condition of the equipment, whether through improper use, wear, product defect, or otherwise, may change without notice. I further

understand and agree that the Association makes no representations or warranties regarding the equipment's condition at any point in time.

11. I understand and agree that the Association assumes no responsibility to instruct my minor child on the use of equipment in the Association Gym.

12. I understand and agree that the Association assumes no responsibility to supervise my minor child while in the Association Gym.

13. I understand and agree the risks to my child in accessing and using the Association Gym include but are not limited to personal injury, illness, death, or property damage.

14. In my capacity as the natural parent and/or legal guardian, I, and on behalf of my child's or ward's heirs, executors and administrators, AGREE TO ASSUME ALL THE RISKS ASSOCIATED WITH MY CHILD'S USE OF THE ASSOICATION GYM, whether or not the risk is expressly set forth in this Release.

15. In my capacity as the natural parent and/or legal guardian, I, and on behalf of my child's or ward's heirs, executors and administrators, AGREE NOT TO SUE THE ASSOCIATION, as well as the Association's members, employees, agents, contractors, representatives, successors, and assigns, in relation to my child's access to and use of the Association Gym for any reason whatsoever, including the Association's own negligence or the negligence of the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns.

16. In my capacity as the natural parent and/or legal guardian, I, and on behalf of my child's or ward's heirs, executors and administrators, AGREE TO WAIVE, RELEASE AND FOREVER DISCHARGE THE ASSOCIATION, as well as the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, in relation to my child's access to and use of the Association Gym.

17. In my individual capacity and in my capacity as the natural parent and/or legal guardian, I, and on behalf of my child's or ward's heirs, executors and administrators, AGREE TO DEFEND AND INDEMNIFY THE ASSOCIATION, as well as the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, in relation to my child's access to and use of the Association Gym.

18. In my capacity as the natural parent and/or legal guardian, I authorize the Association, as well as the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, to administer and/or seek medical aid in the event of injury, illness or disease to my child in the Association's sole and absolute discretion, and I release the Association, as well as the Association's directors, members, employees, agents, contractors, representatives, successors, and assigns, from any negligence in the administration or lack of administration of medical aid. I irrevocably waive any objection to the administration of the gratuitous and good faith emergency care or treatment by the Association, as well as the Association's directors, members, employees, agents, contractors, representatives, successors,

and assigns, to my child in the event of injury or an emergency situation involving my child or ward.

19. I have not relied on any statement or representation not contained in this Release in executing this Release.

20. To the extent that any provision of this Release is deemed unenforceable by a court of competent jurisdiction, said provision shall be severed from the Release and all remaining provisions of the Release shall remain.

21. By my signature below, I represent that I have read, understand and accept the terms of this Release. By my signature below, I further represent that I either consulted with an attorney or made a conscious decision not to consult with an attorney regarding the terms of this Release prior to signing this Release. By my signature below, I represent my intent to legally bind myself, my child or ward, as well as my child's heirs, personal representatives, successors and assigns, to the terms set forth in this Release.

PRINTED NAME OF PARENT/LEGAL GUARDIAN

SIGNATURE

DATE

ADDRESS