



Homeowners Association of Eagle Creek, Inc.

10180 Eagle Creek Center Blvd.
Orlando, Florida 32832

Informed Consent, Release and Waiver Agreement for the Use of the Homeowners Association of Eagle Creek Amenities and Facilities

I, _____, declare that I intend to use the Amenities and Facilities owned and operated by the Homeowners Association of Eagle Creek (the "Association").

I declare as follows:

1. I understand that each individual has a different capacity for participating in such activities and services. I assume full responsibility during and after their participation. I have read and agree to comply with the written rules and regulations for use of the facilities.
2. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity or program at Eagle Creek brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.
3. I understand that participating in the activities may involve risk, including economic loss, health, disabilities or death, and I willfully and voluntarily assume those risks.
4. I accept personal responsibility for myself to always act in a safe manner and to abide by the rules and regulations of the Association whenever I participate in these activities. I agree to immediately inform a representative of the Association, and to stop from participating in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire, and that I may also be requested to stop and rest by an Association employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.
5. I understand that I am responsible for obtaining appropriate insurance coverage when participating in the activities and that the Association will not provide to me any insurance coverage.
6. I declare to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent their use of the facilities, or use of equipment or machinery except as hereinafter stated. I understand that I have been strongly advised to obtain my doctor's approval before participating in the activities, especially any exercise, aerobics or fitness activities.
7. By signing this document, I acknowledge that I have voluntarily chosen to use the Amenities and Facilities and participate in any activities related thereto. I assume all risks on my behalf and on behalf of my Consent Given Members, Junior Members, Children, Caregivers and my Guests (collectively the "Related Parties") in their and my use of the Amenities and Facilities, and on behalf of myself and my Related Parties and their respective heirs, beneficiaries, dependents and personal representatives, I hereby release, indemnify and agree to hold harmless the Association, any builders within Eagle Creek any management company retained by the Association or the Declarant, Declarant, and all of the directors, shareholders, members, board members, employees, staff, agents and assigns of all of the foregoing (collectively the "Released Parties"). I understand and acknowledge that the Released Parties assume



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no liability of any kind whatsoever in connection with the use of the Amenities and Facilities and they shall not be responsible for any damages which I or any party on whose behalf I have executed this document, which may result from such use, whether or not incidental or consequential of said use. The Amenities and Facilities are being provided without any guarantee or warranty, including any warranty regarding merchantability or fitness for a particular purpose.

8. I acknowledge that I am responsible for the conduct of my Related Parties. My Related Parties and I may not reprimand nor discipline any employee of the Association. Comments and complaints are to be directed to the Association Board of Directors through its management. The Community Manager will inform members or guests of any violation of the rules and regulations of the Association, and, when necessary, report such actions to the Board of Directors.

9. If I, or any Related Parties, cause any damage to the Amenities and Facilities, I acknowledge that the Member/Owner is jointly and severally liable with the person causing such damages. The Association shall be entitled to reimbursement for any damages or expense incurred by the Association, including attorneys' fees and costs, and such expense shall be treated as an individual Special Assessment (as defined in the Declaration), subject to and collectible via lien rights.

I declare that the terms of this Informed Consent Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

Signature: _____ Date: _____

Printed Name: _____

Email Address: _____

Eagle Creek Address: _____

In case of emergency, please list a contact that does not reside in your home

Contact Name: _____ Phone: _____

Relationship: _____

Association Signature [signed upon receipt of executed Waiver]

_____ Date: _____