



# VITALIA AT TRADITION

**Resident Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Thank you for using the Vitalia at Tradition “Community Property,” as such term is defined in the Declaration for Vitalia at Tradition™ recorded in Official Records Book 3459, Pages 693-794 of the Public Records of St. Lucie County, Florida, as amended (the “Declaration”). The owner and management of the Community Property require your understanding and cooperation of safety and health considerations by reading and signing this Informed Consent Agreement and Waiver (this “Consent”).

I, \_\_\_\_\_, acknowledge that there are certain dangers and risks of injury inherent in the use of the Community Property amenities, including, but not limited to, the tennis courts, pickleball courts, bocce ball courts, shuffle board courts, swimming pools, fitness center, clubhouse, putting green, horseshoe pits, grills and firepits (collectively, the “Amenities”).

I understand that I am responsible for my own conduct during and after my use of the Amenities (or any other Community Property) and fully understand and agree that I will use the same at my own risk, and this includes, without limitation, any portion of any information or instruction I may receive and/or facilities or equipment I use. I have read and agree to comply in all respects with the written rules and regulations for use of the Community Property, including the Amenities.

I understand that each person (myself included) has a different capacity for utilizing the Amenities. I acknowledge that the extent of danger or risk associated with my use of the Amenities is contingent upon my individual state of fitness or health (physical, mental, or emotional), along with the degree of awareness, caution, and skill I exhibit during the activity or program. I agree to use the Amenities only if I am medically fit and adequately trained to do so. I understand that by choosing to engage with the Amenities and/or any provided equipment, I inherently assume the associated dangers or risks based on my health or physical condition.

I also recognize that by utilizing the Amenities or any equipment provided therein, I may experience potential health risks and I willfully assume those risks. I acknowledge my obligation to immediately seek medical assistance if I experience any pain, discomfort, fatigue or any other symptoms that I may suffer both during and after my use of any Amenities. I understand that I may stop or delay my participation in any activity if I so desire and will immediately stop if I experience any pain, discomfort, fatigue or any other symptoms that I may suffer both during and after my use of any of the Amenities.

Under no circumstances does the Association have any obligation or responsibility to provide any staff whatsoever within the Amenities, and part of my agreement to use the Amenities (or any other Community Property) includes my understanding and acknowledgement that the Association has no obligation to provide any staff, or that any staff that is provided will not be expected to provide any training, medical assistance or to otherwise recognize or advise me with regard to any such issues. Notwithstanding the foregoing, if and to the extent I am requested to stop and rest by an employee who happens to observe any symptoms of distress or abnormal response (without any obligation or expectation to do so), then I will comply with such directions.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent me from being able to use any of the Amenities (or any other

Community Property), including any equipment or machinery located therein. I acknowledge the recommendation for yearly or more frequent physical examinations and consultations with my physician regarding physical activity, exercise, and the use of exercise and training equipment. Additionally, I recognize that I have either obtained my physician's permission to participate after undergoing a physical examination, or I have chosen to utilize the Amenities and/or the equipment and machinery therein without seeking approval from my physician. In any scenario, I hereby fully and completely assume all risk and responsibility for my participation in activities and the utilization of equipment and machinery in my activities.

My assumption of risk herein explicitly includes, without limitation and in addition to the health and fitness risks associated with use of any of the Amenities (or any other Community Property), as already discussed above, the inherent risk and danger associated with using exercise equipment and machinery and any and all damage or injury that may result in connection with my use thereof. I agree not to use any machinery or equipment unless and until I have been fully trained by others as to the proper use and technique thereof, and in such event, I do fully and explicitly assume any and all risk associated therewith.

On behalf of my heirs, beneficiaries, dependents and personal representatives, I do hereby agree to release, indemnify and hold harmless Vitalia at Tradition Residents' Association, Inc., and all of their respective affiliates, subsidiaries, officers, directors, shareholders, partners, members, employees, agents and assigns, including the instructor or person directly involved with the facilities on the Community Property, for any matter whatsoever with regard to any injuries, claims, costs, demands, judgments, expenses, damages, and responsibilities which may occur from my usage, activities and involvement at the Amenities or any other Community Property in the Vitalia at Tradition™ Community. **(INITIAL HERE** :\_\_\_\_\_)

I DECLARE THAT THE TERMS OF THIS CONSENT HAVE BEEN COMPLETELY READ, ARE FULLY UNDERSTOOD, AND THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING IT. I VOLUNTARILY ACCEPT THIS INFORMED CONSENT AGREEMENT FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE AND SETTLEMENT OF ANY AND ALL CLAIMS, DISPUTED OR OTHERWISE, RELATED TO THE ABOVE STATED PARTIES AND THE ACTIVITIES DESCRIBED ABOVE.

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**Name (Please Print)**

**Signature**

**Date**