

VITALIA AT TRADITION RESIDENTS' ASSOCIATION, INC.
ACTIVITY EXPRESS ASSUMPTION OF THE RISK, RELEASE OF LIABILITY,
WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

IN CONSIDERATION OF the risk of injury that exists while participating in each group fitness class (hereinafter the "Activity"), provided by a fitness instructor(s) ("Instructor"), who is not employed by Vitalia at Tradition Residents' Association, Inc. (the "Association") or Campbell Management, Inc. ("Manager"), and who is an independent contractor; and;

IN CONSIDERATION OF my desire to voluntarily participate in said Activity and for being given the right to participate in the Activity;

I, _____, THE UNDERSIGNED PARTICIPANT, DO HEREBY, for myself, my heirs, executors, administrators, assigns, and personal representatives (hereinafter referred to collectively as, "Releasor," "I" or "me"), knowingly and voluntarily enter into this **ACTIVITY EXPRESS ASSUMPTION OF THE RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT** as follows:

I. EXPRESS ASSUMPTION OF THE RISK ASSOCIATED WITH ACTIVITY.

I DO HEREBY AFFIRM AND ACKNOWLEDGE that the Instructor has thoroughly informed me, and I fully understand, the inherent hazards and risks associated with the Activity, including, if applicable, use of any and all equipment associated with the Activity of which I am about to engage in. Inherent hazards and risks include, but are not limited to:

1. Risk of injury from the Activity and from any equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure or malfunction of my own or other's equipment.
3. If the Activity takes place outdoors, then the inherent hazards and risks include the risk of exposure to the elements, excessive heat, hypothermia, impact of the body upon water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risks of kicking, biting, shying away, running off, or otherwise moving in an unanticipated manner, causing injury or death.
4. My own negligence.
5. The negligence of others, including but not limited to the Instructor's negligence arising from errors committed during the Activity, including but not limited to directions, instructions, operator error, guide decision making errors, including misjudging distances, terrain, weather, route location.
6. Attack by or encounter with insects, reptiles, and/or animals.
7. Accidents or illness occurring by virtue of participating in the Activity, including but not limited to exposure to COVID-19, which is transmitted may still be transmitted from person to person.
8. Fatigue, chills, and/or dizziness, which may diminish my reaction time and increase my risk of injury.

I UNDERSTAND THAT THE INHERENT HAZARDS AND RISKS LISTED ABOVE ARE NOT COMPLETE AND THAT UNKNOWN AND UNANTICIPATED RISKS MAY RESULT IN MY INJURY, ILLNESS, OR DEATH.

II. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.

I DO HEREBY WILLINGLY AND KNOWINGLY RELEASE, DISCHARGE AND AGREE not to sue the Association, its officers, directors, employees, members, related entities, and its community association management firm, and Manager, its officers, directors, employees agents, and affiliates ("the Released Parties") from all claims,

actions, damages, costs, or expenses that I or, my family, estate, heirs, executors, administrators, successors and assigns may have against the Released Parties for any bodily injury, death, medical bills, or any other type of injury or damage arising out of or in any way connected with my participation in the Activity.

I FURTHER AGREE to indemnify and hold harmless the Released Parties for claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise, including attorney's fees and any related costs and expenses, brought by me or anyone on my behalf arising from or in connection with any injury, disability, death, or loss, damage to person or property, that may occur as a result of my engaging in the Activity, even if the damages, injuries, or death are caused in whole or in part by the negligence of any one or more of the Released Parties.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize the Association, Manager and/or the Instructor to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree to only participate in the Activity if I am medically able and properly trained to do so, and I further agree to abide by the decision of the Instructor regarding my ability to participate in the Activity.

In the event that any damage to equipment or facilities occurs as a result of my actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of Florida and that if any portion of this Agreement is held invalid, I agree the remainder shall, notwithstanding, continue in full legal force and effect. I also acknowledge that this Agreement shall continue to be in full force and effect for so long as I participate in the Activity.

I also understand that this document is a contract which grants certain rights to and eliminates the liability of the Released Parties. I acknowledge I have been advised to consult an attorney before executing this document. I understand that I have the right to refuse to sign this form, and the Released Parties have the right to refuse to let me participate in the Activity if I do not sign this form. I certify that I am of legal age, and I am freely signing this agreement.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "ACTIVITY EXPRESS ASSUMPTION OF THE RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT " AND FULLY UNDERSTAND THAT IT INCLUDES A RELEASE OF LIABILITY.

(Signature of Participant)

Date