

LEISURE VILLAGE WEST ASSOCIATION, INC.

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING AS IT AFFECTS YOUR LEGAL RIGHTS.

In consideration for permission to use the Woodshop (the "Amenity") located on Leisure Village West Association, Inc. (the "Association") property, I, the undersigned ("Participant"), am an owner or resident of _____ and do hereby agree to the following:

I acknowledge and understand that my use of the Amenity and woodworking is a dangerous activity, which may result in serious injury or even death.

_____ **(Initial.)**

I am knowingly and voluntarily using the Amenity with full knowledge of the inherent risks and dangers involved and hereby assume and accept any and all risks of injury, paralysis or death, and agree to adhere to all rules and regulations governing the use of the Woodshop.

_____ **(Initial.)**

I warrant that I have no disability, impairment, or ailment which would prevent me from engaging in those activities associated with the Amenity.

_____ **(Initial.)**

I agree that, if at any time I believe conditions to be unsafe while using the Amenity, I will immediately discontinue participation in the activity.

_____ **(Initial.)**

I acknowledge that the Association provided training to me for the use of the Amenity. I warrant that I am capable of complying with the instructions provided to me by the Association's recorded tutorial.

_____ **(Initial.)**

(continued on page two)

In the event I am injured in connection with my use of the Amenity, and such injury, including paralysis or death, is the result of the inherent risks associated with the use of the Amenity or is the result of my contributory negligence, I, for myself, my heirs, successors, executors and superiors, hereby knowingly and intentionally waive and release, indemnify, and hold harmless the Association and any and all of its trustees, officers, agents, affiliates, employees, contractors or volunteers, individually and collectively, from and against any and all claims, actions, causes of action, liabilities, suits and expenses (including reasonable attorney's fees) of any kind or nature, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my use of the Amenity. In the event of any injury, paralysis or death from the aforementioned assumed risk or my contributory negligence, I, for myself, my heirs, my successors, executors, and superiors, further agree not to sue the Association and/or its trustees, officers, agents, affiliates, employees, contractors or volunteers, individually and/or collectively, as a result of any injury, paralysis or death suffered in connection with my use of the Amenity. I attest that I am 18 years of age or older.

_____ *(Initial.)*

The Association reserves the right to revoke my ability to use the Amenities, at any time, for reasonable cause.

I have carefully read, clearly understand, and voluntarily sign this waiver and release agreement.

Signature Printed Name Date Address

Signature Printed Name Date Address