



THE TERRACES AT SKYLINE

WAIVER OF LIABILITY THE TERRACES FITNESS CENTER AND AQUATIC CENTER

I, the undersigned, have requested to use the Terraces Fitness Center and Aquatic Center (collectively "the Centers").

By my signature below, I hereby warrant and represent, for and behalf of my family/guests and myself, that we are in good physical condition and have no disabilities, impairments, or ailments, preventing us from engaging in the use of the Centers, and I understand and acknowledge that it is recommended that we consult with our physicians before using the Centers.

I hereby agree, for and on behalf of my family/guests and myself to abide by all Rules and Regulations of the Centers. I represent that I will take part in The Terraces Fitness Equipment Orientation prior to using such equipment and further that I am not now, nor shall neither I nor my family/guests at any time while using the Centers, be under the influence of any alcohol or non-prescription drugs.

I further hereby acknowledge and agree, for and on behalf of my family/guests and myself, that we shall use the Centers at our own risk, that the Centers are not staffed by lifeguards or other Skyline Personnel, and that neither PRCN, FH, LLC, Skyline at First Hill, or The Terraces at Skyline (collectively "Skyline") nor any of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, successors or assigns shall have any liability whatsoever for any injury, damage or loss to any of our person or property. I hereby agree, for and on behalf of my family/guests and myself, to indemnify and hold Skyline and all of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns, harmless from and against any and all losses, costs, claims, injuries, demands, fines, actions or damages of any kind arising from our use of the Centers. Further, for and on behalf of my family/guests, and myself, I hereby relinquish and forever release any and all rights, claims or causes of action that we may have against Skyline or any of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns arising from or relating to the use of the Centers.

In case of accident, I agree to be examined at my own expense by a licensed physician who shall report in writing to both The Terraces and me. Such report must be received by The Terraces within ten (10) days of the date of the incident and before I can return to use the Centers.

In addition, as a resident of The Terraces I understand I have specific rules and regulations to follow to use "the Centers". Such as and not limited to: no open wounds, no discharge from any orifice, no incontinence, cold or flu symptoms, UTI's, and be given a clean bill of health. Lastly, I understand a care giver must be present if needed when I am using the aquatic center.

I hereby represent that I have fully read and understand the terms of this Waiver of Liability, and I am executing the same voluntarily and of my own accord.

Resident Signature

Date

Resident Name Printed

Apartment Number