



102 South Plymouth Court, Southampton NJ 08088-1376
Phone 609-859-8001 caa@leisuretowne.org
Fax 609-859-0195 www.leisuretowne.org

WAIVER AND RELEASE

I, _____, residing at _____ am signing this waiver and release in return for, and as a condition of, my right to use the exercise facilities at LeisureTowne Homeowners Association Inc. (hereinafter, "LTAI"). I understand that LTAI has the absolute right to control access to common property such as the exercise facilities and has the right to enforce conditions on its use such as the signing of this release.

I am aware that LTAI will not staff the exercise facility nor provide any guidance or instruction in the use of the equipment. I acknowledge that I am solely responsible for ensuring that I am physically and medically able to engage in the exercise opportunities available at the facility and I know how to properly and safely use the equipment. I agree to seek professional guidance in the use of the equipment if I am unfamiliar with its use. LTAI has not made any representations to me concerning the equipment and has relied solely on the expertise of the vendor selling the equipment concerning the selection of the appropriate models and types of machines for use in a community such as LTAI. I agree not to use any equipment that is broken or not functioning properly and will notify LTAI of any such condition immediately.

I waive, release and give up any and all rights that I may otherwise have to file a lawsuit or bring a claim against LTAI, its employees or agents for compensation for any injury, damage or loss I suffer arising out of, or in any way connected with, my use of the exercise facilities at LTAI. I agree that I am using the facility and equipment solely at my own risk and will not look to LTAI or its insurer for any compensation related to that use.

I have read and understand the Rules and Regulations for the use of the Clubhouse and exercise facility and agree to comply with them in all regards. I understand that failure to comply with them can result in a fine or the suspension or prohibition of my further use of the facilities.

I am signing this waiver and release of my own free will and am aware that I have the right to consult an attorney before giving up the rights set forth herein. I understand that I may withdraw this release and waiver but that if I do so, I must notify LTAI in writing and I acknowledge that any such withdrawal will result in the prohibition of my use of the exercise facility and equipment.

Resident's Signature _____ Dated: _____

April 5, 2023