

**RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

I, \_\_\_\_\_, am over the age of eighteen (18) years of age and I affirm that I am a qualified resident of Century Village in Pembroke Pines, Florida with a valid Century Village of Pembroke Pines identification card or that I possess a current and valid Century Village of Pembroke Pines guest pass. I further affirm that I desire to use the Pembroke Pines Century Village fitness center and agree to abide by all of the applicable rules and regulations thereof. I acknowledge that I am fully aware of the inherent dangers of exercising and using the fitness center equipment and by signing this Release, Hold Harmless and Indemnification Agreement, I hereby certify that I understand that basic risk and danger. I further represent that I am in good health and that I am both physically and mentally capable of participating in exercise and fitness activities and utilizing the fitness center equipment for the purpose for which it is intended. I hereby acknowledge and agree that I will request and receive instructions from the fitness center attendant on duty prior to my initial use of any fitness center equipment. I further acknowledge that the Pembroke Pines Century Village fitness center does not provide and/or have available any on-duty staff personal trainers.

Based upon the foregoing, I agree to exercise and use the fitness center equipment within my own personal physical and/or mental abilities using all available safety features to the fullest extent possible and I hereby personally assume all risks of harm, injury and/or damage that I may cause, incur or which may befall me in connection with my use of the Pembroke Pines Century Village fitness center, whether such risks are natural, man-made or both, foreseen or unforeseen, direct or indirect in nature. I hereby acknowledge that my exercise and/or fitness center activities are not and will not be monitored by any person and/or entity, including but not limited to Cenvill Recreation, Inc., CVP Community Center, Inc., Pines Master Management, Inc., the Clubhouse owner, the Pembroke Pines Century Village Clubhouse staff, and/or any employee/agent thereof. I therefore specifically and expressly release and hold harmless Cenvill Recreation, Inc., CVP Community Center, Inc., Pines Master Management, Inc. and/or the Clubhouse owner and their respective employees, agents, assigns, successors and/or affiliates of and from all liability for any injury, damage, act, claim or course of action of any type whatsoever that might arise

from my exercise and/or fitness center activities. I further agree to and do hereby indemnify and hold Cenvill Recreation, Inc., CVP Community Center, Inc., Pines Master Management, Inc. and/or the Clubhouse owner and their respective employees, agents, assigns, successors and/or affiliates harmless of and from any and all claims for all such injuries and/or damages to person or property that I may cause to another and/or that may happen to me, and for all costs and expenses incurred by them in the defense of such claims, including, without limitation, their attorneys' fees and costs at all levels of proceedings.

I further state that I am of lawful age and legally competent to sign this Release, Indemnification and Hold Harmless Agreement; that I understand the terms herein are contractual and not a mere recital; and that I have read and understand the provisions contained in this document and have voluntarily executed this Release, Indemnification and Hold Harmless Agreement and agree that it shall be binding upon myself as well as my successors, heirs and/or assigns.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT BY READING IT BEFORE I SIGNED IT AND AGREE TO ALL TERMS AND CONDITIONS CONTAINED HEREIN.**

\_\_\_\_\_  
Print Name

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_, BY \_\_\_\_\_ WHO PERSONALLY APPEARED BEFORE ME. PERSONALLY KNOWN \_\_\_\_ OR PRODUCED IDENTIFICATION \_\_\_\_\_. TYPE OF IDENTIFICATION PRODUCED \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: