



COMPREHENSIVE RELEASE AND WAIVER OF LIABILITY

THIS RELEASE AND WAIVER OF LIABILITY (“Release”) is executed by the undersigned, as the Patron or, if applicable, the legal guardian or caretaker of the Patron (collectively, “Patron”), in favor of **SaddleBrooke Homeowners’ Association No. 2, Inc.** and **SaddleBrooke Homeowners’ Association No. 2, Inc.**, a nonprofit corporation (collectively, “HOA”), and all of their directors, officers, employees, volunteers, agents, contractors, Trainers, instructors, and representatives (collectively, the “Released Parties”).

RECITALS:

1. Patron desires to use all fitness facilities, amenities, programs, and activities (collectively, the “Facilities”) controlled or managed by HOA, including but not limited to gyms, exercise equipment, swimming pools, fitness classes, yoga, sports courts, trails, and related instructional services.
2. Patron acknowledges that use of the Facilities involves inherent risks, including but not limited to bodily injury, permanent disability, paralysis, death, property loss, or damage, whether caused by Patron’s own actions, the actions of others, or conditions of the Facilities.
3. Patron understands that participation in exercise, sports, or instructional programs may place stress on the body and may exacerbate pre-existing medical conditions. Patron acknowledges that they have been advised to consult a physician before engaging in any fitness activities.

AGREEMENT:

In consideration for being permitted to access and use the Facilities, Patron, on behalf of themselves and their heirs, assigns, personal representatives, and next of kin, hereby agrees as follows:

1. ASSUMPTION OF RISK

Patron knowingly and voluntarily assumes all risks associated with the use of the Facilities, whether such risks are known or unknown, foreseeable or unforeseeable, and whether arising from negligence or other acts of the Released Parties. Patron accepts full responsibility for any injury, illness, death, or property damage resulting from use of the Facilities.

2. RELEASE AND WAIVER OF LIABILITY

Patron, for themselves and all others listed below, fully releases, discharges, and covenants not to sue the Released Parties from any and all claims, demands, actions, causes of action, or liability for injury, illness, death, or property damage, arising from or in connection with the use of the Facilities, whether caused by the negligence of the Released Parties or otherwise. This release applies to:

- All residents, family members, guests, and invitees.
- All Trainers, instructors, staff, and volunteers;
- All fitness equipment, sports courts, pools, trails, and common areas;
- Any programs, classes, or organized activities.

3. INDEMNIFICATION

Patron agrees to indemnify, defend, and hold harmless the Released Parties from any claims, damages, losses, or expenses (including attorneys' fees) arising from Patron's use of the Facilities or from the actions of any guests, family members, or invitees.

4. MEDICAL AUTHORIZATION

In the event of an emergency, Patron authorizes the Released Parties to obtain medical treatment on Patron's behalf and agrees to be responsible for all medical expenses incurred.

5. VOLUNTARY EXECUTION

Patron acknowledges that they have carefully read this Release, fully understand its terms, and sign it voluntarily, intending to be legally bound. Patron further acknowledges that they have the right to consult an attorney before signing and that execution is a condition to using the Facilities.

6. SEVERABILITY

If any provision of this Release is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7. GOVERNING LAW

This Release shall be governed by and construed in accordance with the laws of the State of Arizona.

PATRON INFORMATION AND SIGNATURES

Date: _____

Resident 1 Signature: _____ **Print Name:** _____

Resident 2 Signature: _____ **Print Name:** _____

Guest 1 Signature: _____ **Print Name:** _____

Guest 2 Signature: _____ **Print Name:** _____

Guest 3 Signature: _____ **Print Name:** _____

Guest 4 Signature: _____ **Print Name:** _____

Guest 5 Signature: _____ **Print Name:** _____

Guest 6 Signature: _____ **Print Name:** _____