

## RELEASE AND WAIVER OF LIABILITY

I understand that the Cambridge Lakes Community Center will not be fully staffed and that there is an inherent risk that the use of the Cambridge Lakes Community Center, including the exercise and workout facilities, equipment, services and programs may result in injury to me. Therefore, I hereby agree to specifically assume all risk of injuries to me while using any of the Cambridge Lakes Recreation facilities, equipment, services, or programs. For purposes of this document, the term "facilities" shall be deemed to also include all swimming pools, amenities and other property owned or maintained by Cambridge Lakes Homeowner Association.

I further agree that the use of any and all machinery, equipment and apparatus in the Cambridge Lakes Community Center shall be at my sole risk. I also agree that I am responsible for the actions and conduct of my guests utilizing the Cambridge Lakes facilities.

Notwithstanding any consultation of the programs, which may be provided by Cambridge Lakes Community Center staff, it is hereby understood that the selection of exercise programs and/or craft/hobby programs and the methods and types of equipment used for such programs shall be my entire responsibility. The risk I am assuming includes:

- (i) injuries arising from any use of any exercise or craft/hobby equipment or machinery;
- (ii) injuries arising from my participation in supervised or unsupervised activities and programs at the Cambridge Lakes facilities;
- (iii) injuries, medical disorders or skin ailments resulting from exercise, pool and/or the gymnasium use at the Cambridge Lakes facilities, including, but not limited to, heart attacks, strokes, heat stress, skin rashes, sprains, broken bones and torn muscles or ligaments; and
- (iv) accidental injuries at the Cambridge Lakes facilities, including but not limited to, pool, gymnasium, locker rooms, showers and dressing rooms.

I hereby waive and release any and all claims, demands or actions I may have against the Cambridge Lakes Homeowner Association, DRH Cambridge Homes, Inc. L.L.C., Foster/Premier Inc. and each of their respective officers, directors, agents, employees, affiliates, partners, successors and assigns (collectively, the "Indemnified Parties") for damage or loss of property or for injuries arising out of or in connection with the use of the Cambridge Lakes facilities, and hereby agree to hold harmless and defend the Indemnified Parties from all claims, costs, damages and expenses, including but not limited to attorneys' fees and court costs, which may be brought against each or any of the Indemnified Parties by myself (or on my behalf) or by my guests (or on their behalf) for any such damage or loss of property or for such injuries.

I further acknowledge that I have no disability, impairment of ailment that will prevent me from engaging in active or passive exercise or activity that will be detrimental or inimical to my health, safety or physical condition.

