



**INFORMED CONSENT AGREEMENT AND WAIVER**

**RESIDENT NAME:** \_\_\_\_\_ I AM A RENTER: YES / NO

**RESIDENT NAME:** \_\_\_\_\_ I AM A RENTER: YES / NO

**RESIDENT ADDRESS:** \_\_\_\_\_

Thank you for using the Solivita Club and Club Facilities as such term is defined in the Amended and Restated Solivita Club Plan recorded in Official Records Book 9142, Pages 1678-1725 of the Public Records of Polk County, Florida and the Amended and Restated Master Declaration for Solivita recorded in Official Records Book 9142, Pages 1843-2018 of the Public Records of Polk County, as amended (collectively the "Community Documents"). A copy of the Community Documents are available at <https://www.solivitahoa.com/pdf.php?IFileID=8938>. Hard copies are available upon request and with proper ID. The owner and management of the Solivita Club and Club Facilities require your understanding and cooperation of safety and health considerations by reading and signing this Informed Consent and Waiver Agreement (this "Consent").

I declare that I intend to use some or all of the activities and services offered by the Club and Club Facilities (including but not limited to the various fitness center(s) within the Solivita Community (the "Fitness Center") and I understand that each person (myself included) has a different capacity for participating in such activities and services. I assume full responsibility during and after my use of the Club, Club Facilities and the Fitness Center and fully understand and agree that I will use the same at *my own risk*, and this includes, without limitation, any portion of any information or instruction I may receive and/or facilities or equipment I use. I have read and agree to comply in all respects with the written rules and regulations for use of the Club, Club Facilities and Fitness Center.

I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care, and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity or service of the Club and Club Facilities (including the Fitness Center), and/or the use of any equipment therein brings with it my assumption of those risks, which include, without limitation, the results which may stem from this choice.

I also recognize that by participating in the activities and services offered by the Club and Club Facilities (including those within the Fitness Center), or by using any equipment therein, I may experience potential health risks and I willfully assume those risks. I acknowledge my obligation to immediately seek medical assistance if I experience any pain, discomfort, fatigue or any other symptoms that I may suffer during and/or after my use of any amenities in the Club and Club Facilities, including, without limitation, the Fitness Center. I understand that I may stop or delay my participation in any activity if I so desire and will immediately stop if I experience any pain, discomfort, fatigue or any other symptoms that I may suffer during and/or after my use of the Fitness Center or any other amenities and/or property of the Club and/or Club Facilities.

Under no circumstances does the owner of the Club and Club Facilities have any obligation or responsibility to provide any staff whatsoever within the Fitness Center or any other Club Facilities, and part of my agreement to use the Fitness Center (or any other Club property and/or Club Facilities) includes my understanding and acknowledgement that the owner of the Club and Club Facilities, including the Fitness Center, has no obligation to provide any staff, or that any staff that is provided will not be expected to provide any medical assistance or to otherwise recognize or advise me with regard to any issues. Notwithstanding the foregoing, if and to the extent I am requested to stop and rest by an employee who observes any symptoms of distress or abnormal response (without any obligation or expectation to do so), then I will comply with such directions. I do hereby fully and completely assume all risk and responsibility for my participation in activities, and utilization of equipment and machinery in my activities.

My assumption of risk herein explicitly includes, without limitation and in addition to the health and fitness risks associated with use of the Fitness Center and the equipment therein the inherent risk and danger associated with using exercise equipment and machinery and any and all damage or injury that may result in connection with my use thereof. I agree not to use any machinery or equipment unless and until I have been full trained as to the proper use and technique thereof, and in such event, I do fully and explicitly assume any and all risk associated therewith.

On behalf of my heirs, beneficiaries, dependents and personal representatives, I do hereby agree to release, indemnify and hold harmless Avatar Properties Inc., AV Homes, Inc., and Evergreen Lifestyles Management, and all of their respective affiliates, subsidiaries, officers, directors, shareholders, partners, members, employees, agents and assigns, including the instructor or person directly involved with the facilities in the Club and/or Club Facilities, for any matter whatsoever with regard to any injuries, claims, costs, demands, judgments, expenses, damages, and responsibilities which may occur from my usage, activities and involvement at the Fitness Center or any other Club Facilities and Club services in the Solivita Community.

I DECLARE THAT THE TERMS OF THIS CONSENT HAVE BEEN COMPLETELY READ, ARE FULLY UNDERSTOOD, AND THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING IT. I VOLUNTARILY ACCEPT THIS INFORMED CONSENT AGREEMENT FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE AND SETTLEMENT OF ANY AND ALL CLAIMS, DISPUTED OR OTHERWISE, RELATED TO THE ABOVE STATED PARTIES AND THE ACTIVITIES DESCRIBED ABOVE.

IF THE PARTICIPANT IS A **MINOR**, THEN THE GUARDIAN SIGNING ON BEHALF OF THE MINOR BELOW AGREES TO EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN ON BEHALF OF THE MINOR AS IF THE MINOR HAS EXECUTED THIS CONSENT AND IN ADDITION TO THE INDEMNITY SET FORTH ABOVE, EXPLICITLY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS AVATAR PROPERTIES INC., AV HOMES, INC., EVERGREEN LIFESTYLE MANAGEMENT, AND ALL OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS AND ASSIGNS, INCLUDING THE INSTRUCTOR OR PERSON DIRECTLY INVOLVED WITH THE FITNESS CENTER, FOR ANY MATTER WHATSOEVER WITH REGARD TO ANY INJURIES, CLAIMS, COSTS, DEMANDS, JUDGMENTS, EXPENSES, DAMAGES, AND RESPONSIBILITIES WHICH MAY OCCUR FROM SAID MINOR'S USAGE, ACTIVITIES AND INVOLVEMENT AT THE FITNESS CENTER OR ANY OTHER CLUB PROPERTY AND CLUB FACILITIES. I agree that Electronic Transfer (i.e. PDF, email and scan) of this Waiver will be treated and relied upon by all party's original authentic signature.

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Name (Please Print)	Signature	Date
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Name (Please Print)	Signature	Date
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