

# THE CLUB AT HERITAGE

## GUEST RELEASE AND WAIVER

I hereby release The Club at Heritage Community Association, Lennar Homes, THE MANAGEMENT TRUST, and their respective affiliates and related entities, their successors and their respective shareholders, partners, members, officers, directors, agents and employees (collectively, the "Releasee") from any and all liabilities, losses, claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, arising out of or in any manner resulting from my attendance at or use of the equipment or facilities in The Club at Heritage, which includes The Club, the fitness center, indoor pool, and all outdoor amenities. This release is a release of, without limitation, any liabilities, losses, claims, damages, demands, rights of action or causes of action resulting from or arising out of the acts or omissions of the Releasees.

This Release and Waiver shall be binding upon my heirs, executors, and administrators and assigns. Further, I hereby agree to release and discharge the Releasees' from any and all liability for any loss or theft of, or damage to, any of my personal property. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the Releasee from all liability, claims, demands, rights of action, causes of action, losses, or damages caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, including negligent rescue operations and further agree that if, despite this agreement, I, or anyone on my behalf, makes a claim against any of the Releasee named above, I will indemnify, save and hold harmless each of the Releasee from any litigation expenses, attorney's fees, loss, liability, damage or cost any may incur as the result of any such claim.

I agree to use all facilities and equipment at my own risk and in accordance with the manufacturer's instructions and warnings. I understand that any and all comments or information provided by the Releasee shall not be construed as an official evaluation or recommendation, with respect to whether I am sufficiently physically fit for any exercise activities.

This Release and Waiver and the relevant provisions of the governing documents for The Club at Heritage Community Association are intended to and shall be construed so as to provide the broadest possible protection for the Releasees' under law.

I acknowledge that I have carefully read this Release and Waiver and fully understand that it is a release and waiver of liability.

Resident Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Resident Property: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Guest Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Guest Signature: \_\_\_\_\_

Date: \_\_\_\_\_



THE CLUB AT HERITAGE  
445 Heritage Bridge Ave  
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