Tu Casa Home-Owners Association Fitness Room Liability Waiver

In consideration of my use of the exercise equipment and facilities provided by the TuCasa HOA, I, my [illegible] name and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the TuCasa HOA and its trustees, residents, officers, directors, and employees, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest to me, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the TuCasa HOA.

By the execution of this agreement, I assume and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the TuCasa HOA, its trustees, residents, officers, directors, and employees, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the TuCasa HOA harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for the safety and wellbeing of my guest and myself. I understand that the TuCasa HOA does not provide supervision, instruction, maintenance or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by the TuCasa HOA regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the TuCasa HOA is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I understand that I must complete this form for myself in order to reserve the entry code for the facility. I also take FULL RESPONSIBILITY for ensuring that every family member or Guest SUBMITS this same form prior to entering the Fitness Facility, and I as the Home Owner Assume Full Responsibility & Liability and INDEMNIFY the TuCasa HOA & its Residents for any liabilities occurring from not following the forementioned protocol and allowing those family members or guest to enter by using The Assigned Code provided to me.

I HAVE READ THE FORGOING WAIVER & RELEASE OF LIABILITY AND THE FITNESS CENTER RULES OUTLINED ON PAGE 2. I VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT AND AGREE TO ABIDE BY ALL THE RULES.

Failure to Abide by All Rules of the TuCasa Fitness Center can result in Disciplinary Action charged against the HomeOwner including but not Limited to Fines and or Loss of Access.

UNIT #: 4 Please Circle one of the following: Owner / Family Member / Guest

ADULT or parent or legal guardian:

Date: 2-24-22

Signature: [illegible]

Print Name: Brayden Rabun

MINOR under 18 years old - If applicable:
(Also requires signature from parent or legal guardian)

Date: _____

Signature: _____

Print Name: _____