

Sun City Shadow Hills Community Association
Informed Consent, Release and Waiver Agreement

Thank you for using Sun City Shadow Hills Community Association facilities, and/or participating in community events sponsored by the Association. Association management requests your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following Agreement.

I, _____, declare that I intend to use some or all of the facilities offered by the Sun City Shadow Hills Homeowners Association, Inc. (the "Community Association"), including, but not limited to, the fitness center, swimming pool, tennis, bocce, craft and other workshops and meeting rooms, and programs conducted therein (hereinafter collectively "facilities"), and/or to participate in events sponsored from time to time by the Community Association (the "events"). In consideration for being allowed to use and participate in the facilities, and engage in the events (collectively, the "activity" or "activities"), I declare as follows:

1. I understand that each individual (myself included) has a different capacity for using the facilities and/or participating in such activities. I assume full responsibility during and after my use and/or participation for my choices to use or apply, at my own risk any portion of the information or instruction I receive. I have read and agree to comply with the written rules and regulations for use of the facilities.

2. I understand that part of the risk involved in using the facilities and/or undertaking any activity or program is relative to my own state of fitness or health (physical, mental or emotion) and to use 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 programs at Sun City Shadow Hills brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.

3. I understand that participating in the activities may involve risk, including economic loss, health, disabilities or death, and I willfully and voluntarily assume the risks. I further agree that I assume all risk of loss attendant upon my consumption of alcohol or medications and other substances which might result in impaired judgment and/or coordination, and I agree that I will refrain from physical activities in and around the facilities at any time I have ingested such substances.

4. I accept personal responsibility to always act in a safe manner and to abide by the rules and regulations of the Community Association whenever I participate in the activities. I agree to immediately inform a representative of the Community Association, and to stop participating in the activities, if I observe any unsafe condition or broken equipment, and to first call 911 if I experience any pain, discomfort or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire and that I may also be requested to stop and rest by an Association or Golf Course employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.

5. I understand that I am responsible for obtaining appropriate insurance coverage when participating in the activities and that the Community Association will not provide to me any insurance coverage.

6. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the events, activities and programs of the facilities, or use of equipment or machinery except us hereinafter

stated. I understand that I have been strongly advised to obtain my doctor's approval before participating in any of the events, or activities, especially any exercise, aerobics or fitness activities. I also acknowledge that I have been strongly advised to obtain yearly or more frequent physical examinations and to review with my doctor the activities that are best suited to me. I understand that my decision to participate in the events and/or activities is voluntary. The Community Association does not have the resources to review, and is not responsible for reviewing, my decision to participate in the events and/or activities. I acknowledge that

I have either had a physical examination and been given my physician's approval to participate in the events and/or activities, or I have elected to participate in the events and/or activities without the approval of my doctor and hereby assume all risk and responsibility for my participation in any and all events and/or activities.

7. By signing this document, I acknowledge that I have voluntarily chosen to participate in the activities described herein. In exchange for and in consideration of being allowed to participate in the activities described herein, I assume all risk for my health and, on behalf of myself, my heirs, beneficiaries, dependents and personal representatives, release, waive, discharge and hold harmless the Community Association, respective directors, officers, employees and agents from any and all liability to me and/or my family, heirs and assigns, as a result of any injury or death arising from or related to my participation in the events and/or activities, unless said injury or death arose from the active negligence of the released persons and entities. For myself, and my heirs, successors and assigns, **I ALSO COVENANT NOT TO SUE THE SAID PERSONS OR ENTITIES FOR ANY CLAIM ARISING FROM SUCH INJURY OR DEATH UNLESS SAID INJURY OR DEATHS IS CAUSED BY THE ACTIVE NEGLIGENCE OF THE RELEASED PERSONS AND ENTITIES.**

8. Members are responsible for the conduct of their guests. Members and their guests shall not reprimand nor discipline any employee of the Community Association. Comments and complaints are to be directed to the Community Association Board of Directors. The Community Association Sun City Shadow Hills will inform members or guests of my violation of the rules and regulations of the Community Association, and when necessary, report such actions to the Board of Directors.

I declare that the terms of this Informed Consent Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the activities described above.

SIGNATURE OF RESIDENT

DATE