

## **AGREEMENT FOR WAIVER AND RELEASE OF LIABILITY**

### **I. Preliminary Recitals**

- A. Parties** This Release is by and between \_\_\_\_\_, a resident of Moreland Court Condominiums in unit \_\_\_\_ (hereinafter “Resident” or “I” or “my”) and Moreland Courts Condominium Association, 13415 Shaker Boulevard, Cleveland, Ohio 44120, (hereinafter “MCCA”).
- B. Purpose** Resident desires to use the Exercise Facility located on MCCA premises.
- C. Term** This waiver and release of liability shall begin on the date of execution of this Agreement and shall remain in effect for the duration of Resident’s use of the Exercise Facility.
- D. Consideration** This Agreement is entered into in consideration of MCCA permitting Resident to use the Exercise Facility.

### **II. Affirmations** The Resident agrees to the following as a condition of using the Exercise Facility:

#### **A. General**

1. Resident affirms that Resident is 18 years or older, and that Resident is freely signing this agreement.
2. Resident and or their guest has received full course of vaccinations against Covid-19.
3. The attached medical information (Attachment 1) is true and accurate as of the date of signing. Resident shall update medical information as necessary.
4. Resident has reviewed rules for use of Exercise Room (Attachment 2) and will abide by these rules.

- B. Visitors** If Resident is allowing a visitor to use the Exercise Facility, Resident assumes all responsibilities set forth in this Waiver on behalf of the visitor and further assumes liability and holds MCCA harmless from any damages which may arise from the visitor’s use of the Exercise Facility.

### **III. Acknowledgement of Risk**

Resident acknowledges and understands that use of the Exercise Facility presents risks, known or unknown, which may include, without limitation, physical or psychological pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel to and from the activity, or from conditions at the activity location.

#### **IV. Assumption of Risk**

Resident assumes all risks, known or unknown, which are or may be associated with the Exercise Facility, including, without limitation, risks described in section III.

#### **V. Release and Indemnification**

With full knowledge of risks, Resident on behalf of myself, my heirs, executors, administrators, assigns or personal representatives release forever discharge MCCA, its affiliates, managers, members, agents, attorneys, staff, volunteers, representatives, successors, and assigns, from any liability for physical or psychological injury that I may suffer while using the Exercise Facility.

Resident further agrees to indemnify, defend and hold harmless MCCA, its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, successors, and assigns, against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

#### **VI. Property Damage**

In the event that any damage to equipment of facilities occurs as a result of my or my family's or my agents willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

#### **VII. Authorization For Necessary Medical Intervention**

In the event that I should require medical care or treatment, I authorize Moreland Courts Condominium Association to provide all emergency care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

#### **VIII. Miscellaneous Provisions**

- A. Applicable Law** This Release shall be governed for all purposes by Ohio law, without regard to any conflict of law principles.
- B. Severability** In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and

enforced as so limited.

**C. Entire Agreement** This Release supersedes all previous oral or written promises or other agreements.

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IS A RELEASE OF LIABILITY.**

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

On behalf of MCCA

\_\_\_\_\_  
Date

**ADDENDUM FOR PARENT OF MINOR or GUARDIAN**

In the event that the individual seeking to use the Exercise Facility is under the age of 18 years, or has been appointed a guardian, then this release must be signed by a parent or guardian, as follows:

**I HEREBY CERTIFY** that I am the parent or guardian of \_\_\_\_\_, and have authority act on said person’s behalf. I hereby give my consent to the terms set forth above on behalf of this individual.

Parent / Guardian

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

Relationship to

Minor: \_\_\_\_\_

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