

# THE RETREAT AT PONTE VEDRA BEACH

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## THE GROVE at THE RETREAT AT PONTE VEDRA BEACH

### AGREEMENT OF RELEASE & WAIVER OF LIABILITY

Pilates, barre, yoga and all other fitness classes and workshops located at The Grove at The Retreat at Ponte Vedra Beach provide a total body workout involving strenuous physical exertion and activity, including but not limited to core strengthening, muscle stretching and strengthening, and cardiovascular conditioning.

In consideration for my participation in the Fitness Classes, I understand, acknowledge and hereby agree to the following:

1. I am at least 18 years old and legally authorized to sign this Agreement of Informed Consent, Release & Waiver of Liability, and Transfer of Image Rights (the "Agreement") on my own behalf. If I am under 18 years old, I will have my parent or guardian also read and sign this Agreement prior to my participation in any Fitness Class.
2. My participation in the Fitness Classes is completely voluntary. I assume full and sole responsibility for my health and safety and for all risks associated with my participation in the Fitness Classes.
3. Depending on my physical condition, Fitness Classes may be hazardous to my health, and I am fully aware of the potential dangers and risks, including but not limited to physical illness or injury, death and other consequences that may arise or result directly or indirectly from participation in the Fitness Classes. It is my sole responsibility to participate in exercises that are appropriate for the current status of my health. I represent and warrant that I am in good physical condition and do not suffer from any impairment, disability, disease, or other physiological or psychological medical condition that could prevent or limit my participation in the Fitness Classes. I have been advised that a physician's examination and approval should be obtained by anyone prior to commencing a fitness and/or exercise program, or otherwise initiating a substantial change in the amount of regular physical activity performed, and if I have chosen not to obtain a physician's consent prior to participating in the Fitness Classes, I am doing so solely at my own risk. I am fully aware that even with a physician's examination and approval, any physical activity should be done in moderation and never should be performed to the point of fatigue or pain. I am solely and fully responsible for monitoring my own condition throughout my participation in the Fitness Classes; if I begin to experience fatigue and/or pain, I immediately will cease all physical activity and seek proper medical attention, or, at my sole discretion and risk, I will reduce and/or adjust my level of activity during the Fitness Class.
4. TO THE FULLEST EXTENT PERMITTED BY LAW, AND ON BEHALF OF MYSELF AND MY HEIRS, DEPENDENTS, SPOUSE/PARTNER OR OTHER NEXT OF KIN, REPRESENTATIVES, EXECUTORS, SUCCESSORS AND ASSIGNS, I HEREBY KNOWINGLY, VOLUNTARILY, EXPRESSLY, FULLY AND FOREVER WAIVE, RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS (A) THE RETREAT AT PONTE VEDRA BEACH, LLC, THEIR RESPECTIVE MANAGER, AGENTS, INSTRUCTORS, CONTRACT AND FULL-TIME EMPLOYEES, REPRESENTATIVES, VOLUNTEERS, ADVISORS, SUBCONTRACTORS, SUCCESSORS, ASSIGNS AND ALL OTHER PERSONS OR ENTITIES WHO HAVE ACTED, ACT OR WILL ACT ON BEHALF OF THE RETREAT AT PONTE VEDRA (SUCH PARTIES HEREINAFTER REFERRED TO AS THE RETREAT AT PONTE VEDRA OR THE CENTER AT THE RETREAT AT PONTE VEDRA), (B) THE APPLICABLE PROPERTY OWNERS, AND (C) OTHER FITNESS CLASS PARTICIPANTS – COLLECTIVELY HEREINAFTER REFERRED TO AS THE "RELEASED PARTIES" – FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, DEMANDS, ACTIONS, CAUSES OR RIGHTS OF ACTION, AND COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS' FEES, (COLLECTIVELY, "CLAIMS") – WHETHER KNOWN, UNKNOWN, ANTICIPATED OR UNANTICIPATED – DIRECTLY OR INDIRECTLY ARISING OUT OF, RELATING TO OR RESULTING IN WHOLE OR IN PART FROM MY PARTICIPATION IN THE FITNESS CLASSES, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OF PHYSICAL OR PSYCHOLOGICAL ILLNESS OR INJURY, BODILY HARM, MEDICAL EXPENSES, COSTS OF MEDICAL EMERGENCY CARE AND/OR TRANSPORT, DEATH, DAMAGE

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TO REAL OR PERSONAL PROPERTY, AND LOSS OR THEFT OF PERSONAL PROPERTY, REGARDLESS OF WHETHER SUCH CLAIMS ARISE IN WHOLE OR IN PART FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF THE RELEASED PARTIES.

5. From time to time Fitness Class instructors may physically adjust students' form and posture. If at any time I do not want such physical adjustments, or if a particular adjustment is causing pain or other discomfort, is my sole responsibility to inform the instructors to refrain from or cease physical contact.
6. Fitness Classes are provided for everyone's benefit and enjoyment, and any disruptions could impede other class members' participation and safety. At the sole discretion and request of The Center at The Retreat at Ponte Vedra staff or the property owners, I will leave the premises immediately and peacefully. Further, staff may terminate my participation in the Fitness Classes at any time in their sole discretion.
7. I have read, understand and agree to adhere to any and all policies and procedures posted in The Center at The Retreat at Ponte Vedra or otherwise made available to me, and I will read and adhere to any updates to such policies and procedures.

Except as otherwise specifically set forth herein, this Agreement constitutes the entire and complete agreement regarding release/waiver of liability and transfer of Image rights in relation to my participation in the Fitness Classes, and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Agreement shall be governed by the laws of the State of Florida. To the extent any provision of this Agreement is held unlawful, void or for any reason unenforceable by a court of competent jurisdiction, such provision shall be deemed severable from this document and shall not affect the validity and enforceability of the remaining provisions.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY WITH A FULL, DEFINITE AND CLEAR UNDERSTANDING. I AM AWARE THAT THIS AGREEMENT FULLY AND FOREVER RELEASES AND DISCHARGES THE RELEASED PARTIES FROM ALL LIABILITY FOR INJURY, DEATH AND OTHER DAMAGES ARISING OUT OF OR CONNECTED TO MY PARTICIPATION IN THE FITNESS CLASSES. I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT INDUCEMENT, AND NOT UNDER ANY PHYSICAL OR EMOTIONAL DURESS.

THIS AGREEMENT IS DEEMED TO HAVE BEEN READ, UNDERSTOOD, AND SIGNED BY EVERY INDIVIDUAL WHO REGISTERS ONLINE OR SIGNS THE SIGN-IN SHEET AT The Grove at The Retreat at Ponte Vedra.

PARTICIPANT'S UNDER 18 PRINTED NAME(S)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

FOR PARENTS/GUARDIANS OF FITNESS CLASS PARTICIPANTS UNDER 18 YEARS OLD:

I hereby (i) certify that I am a parent or guardian with legal responsibility for the individual identified above, (ii) consent that the individual identified above may participate in the Fitness Classes, and (iii) agree to be bound by all the terms and conditions in this Agreement on behalf of the individual identified above, myself and my heirs, dependents, spouse/partner or other next of kin, other parent(s) or guardian(s), representatives, executors, successors and assigns.

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PARENT'S/GUARDIAN'S PRINTED NAME      SIGNATURE      PHONE NUMBER      DATE

THIS AGREEMENT IS DEEMED TO HAVE BEEN READ, UNDERSTOOD, AND SIGNED BY EVERY PARENT OR GUARDIAN WHO INDICATES HIS OR HER CONSENT ONLINE.