THREE TWENTY
at The Cascade

WAIVER AND RELEASE OF LIABILITY

NOTE: This form must be read and signed before the undersigned ("Participant") is authorized and permitted to use the Fitness Center at **Three Twenty at The Cascade Condominiums**. By signing this **WAIVER AND RELEASE OF LIABILITY**, the undersigned Participant hereby affirms fully reading, understanding and agreeing with its contents.

I ACKNOWLEDGE THAT I RISK BODILY INJURY, PARALYSIS, DISMEMBERMENT, DISABILITY AND DEATH IN USING THE FITNESS CENTER, AND WHILE PARTICULAR RULES, EQUIPMENT, TRAINING OR DISCIPLINE MAY REDUCE SUCH, THE RISK OF INJURY DOES EXIST, AS WELL AS THE RISK OF DAMAGE TO OR LOSS OF PROPERTY;

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK; BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE FOLLOWING RELEASEES OR OTHERS;

I willingly agree to comply with the stated and customary terms and conditions for participation and to observe and comply with any posted notices and all equipment instruction labels. If, however, I observe any unusual or unnecessary hazard during my presence or participation, I will immediately bring such to the attention of parties responsible for building management in writing;

I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, do hereby release, hold harmless and promise not to sue **Three Twenty at The Cascade Condominium Owner's Association, Inc**, and/or **Wharf Partners, LLC**, and/or **320-2 LLC**, and/or **Panzica Building Corporation**, and/or **Earth Designs Real Estate, LLC** and/or their respective partners, officers, members, volunteers, staff, sponsors, contractors or authorized agents ("Releasees") with respect to any and all injury or loss to me or to others arising from my use of the Fitness Center space and associated fitness equipment, whether caused by the negligence of the Releasees or otherwise, except for that which is the direct result of gross negligence or willful misconduct, to the fullest extent permitted by law;

This **WAIVER AND RELEASE OF LIABILITY** shall remain valid until it is expressly revoked by the undersigned's cessation of Fitness Center use and written notice of such from the undersigned to **Three Twenty at The Cascade Condominium Owner's Association, Inc.**, provided however that any such revocation shall not in any manner affect the waiver and release of liability given hereunder for any acts or occurrences prior to the receipt of said written notice by **Three Twenty at The Cascade Condominium Owner's Association, Inc.**;

I have thoroughly read this WAIVER AND RELEASE OF LIABILITY, I fully understand its terms and that I am giving-up substantial legal rights by signing it, and I sign it freely and voluntarily without any inducement. I further agree if any portion of this document is held invalid, the remainder shall continue in full legal force and effect.

(Print Name): _____, "Participant"

Signature: _____ Date: _____

Witness: _____ Date: _____