



PUAMANA COMMUNITY ASSOCIATION

34 Puailima Place, Lahaina, Maui, Hawaii 96761
Tel. (808) 661-3423/Fax (808)667-0398/E-mail: office@puamana.us

Exercise Room Waiver of Liability, Assumption of Risk, and Indemnity Agreement March 2014

Waiver: In consideration of being permitted to use the Exercise Room, equipment and facilities located within or services provided by the Puamana Community Association, hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue Puamana Community Association, its officers, directors, employees, and agents from liability from any and all claims including the negligence of Puamana Community Association, its officers, directors, employees and agents,** resulting in personal injury, accidents or illnesses(including death), and property loss arising from, but not limited to, participation in The Activity.

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3)catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Puamana Community Association, its officers, directors, employees and agents, HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Name (please print)	Unit Number	Phone Number
Signature	Date	

CARD # _____ ALL KEY FEES MUST BE PAID BY January 15 each year or the key will be ineffective

- () Annual Fee per person \$100.00 January to December
- () 6 month fee per person \$50.00 + tax June to December
- () Weekly fee per person \$15.00 + tax \$20 cash key deposit required to be returned with key
- () Daily fee per person \$5.00 + tax \$20 cash key deposit required to be returned with key