



WATERGATE AT LANDMARK
CONDOMINIUM UNIT OWNERS ASSOCIATION

211 Yoakum Parkway, Alexandria, Virginia 22304
www.watergateatlandmark.com
703-370-7000

Informed Consent and Waiver of Liability and Release

Dated: _____, 201__

Informed Consent:

I, _____ (the undersigned), declare that I intend to use some or all of the fitness, group exercise, personal training, programs, and other services, including but not limited to Tai Chi, Robust Walking, Yoga and boot camp offered by Watergate at Landmark Condominium Unit Owners Association (WAL) I understand that any athletic and physical fitness activities involve certain risks and exposure to personal injury. I acknowledge that participating in any programs, services or activities offered by WAL I expressly assume all risks, known or unknown, and exposure to injury. I warrant and represent that to the best of my knowledge I have no disability, impairment or ailment that would prevent me from engaging in active or passive exercise that might be detrimental to my health, safety or physical condition.

I recognize and acknowledge that by participating in fitness activities, group exercise, personal training, programs, and other services offered by WAL, I may experience potential health risks such as light-headedness, fainting, abnormal blood pressure, chest discomfort, leg cramps, and nausea, among others risks, and I voluntarily and expressly assume those risks, known and unknown. I understand and acknowledge my obligation to immediately inform the staff, trainer or instructor of any pain, discomfort, fatigue, or any other symptoms that I may suffer before, during or after my participation. I understand that I may stop or delay my participation in any activity or procedure at any time if I so desire. I further understand and agree that WAL staff may request, for any reason and at any time, that I stop my activities at WAL, especially if any symptoms of distress or abnormal response are observed.

Waiver of Liability and Release:

I, _____ (the undersigned), expressly agree that I assume any and all risks related to my voluntary use of WAL's equipment, facilities and participation in its programs. Further, I understand that WAL may not provide direct supervision of exercise activities. Accordingly, in partial consideration of the use of WAL facilities and programs, I hereby release in full and forever discharge and hold harmless, WAL, management company of WAL, the building or facility owner or manager from any liability, claim, loss, damage, injury or cause of action related in any way to the use of its facilities and my participation in any of the activities, programs or services by the WAL. The undersigned further acknowledges and agrees that the foregoing waiver and release shall be binding upon his/her Attorneys in Fact or at Law, executors, administrators, heirs, successors and assigns. Without in any way limiting the foregoing provisions, the undersigned agrees that the liability of the Released Parties, if any, for any claims related to the WAL is limited to actual economic damages, expressly excluding incidental and consequential damages and general damages (including but not limited to pain, suffering and emotional distress), and, further, the remedy for any such actual economic damages shall be limited to the applicable insurance coverage limits of the Released Parties, if any.

Signature

Witness Signature

Printed Name

Witness Printed Name