

The Kahala Beach Fitness Center

Use Agreement and Waiver

As a condition of utilizing the Fitness Center, I/We, the undersigned resident(s) of The Kahala Beach agree that I/we do so at our own risk and expense, and that I/we hereby expressly release, waive, and hold harmless, The Kahala Beach Association of Apartment Owners, its Board of Directors and its members (collectively referred to hereinafter as "AOAO") from and against any and all liability or claims resulting while in or utilizing the Kahala Beach Fitness Center, regardless of the injury's cause. Except to the extent covered by insurance, I/we further expressly agree, on behalf of my/ ourselves, heirs, successors, and assigns, to fully indemnify and reimburse the AOAO any and all costs and expenses incurred by the AOAO as a result of any injury sustained or caused by me/us or any of our guests, or other authorized users arising out of my/our use of The Kahala Beach Fitness Center, regardless of the injury's cause.

I/we further recognize that I/we are solely responsible for any determination of my/our physical condition and state of health, or that of my/our guests, relative to the appropriateness of my/our use of the Fitness Center. I/we also understand that prior to undertaking any exercise program, it is recommended that a physician be consulted in order to fully understand the risks that are involved. I/we hereby represent that I/we carry my/our own health insurance or am/are members of a Health Maintenance Organization (HMO) and that I/we agree that I/we will make any and all claims which may arise as a result of my/our use of the Fitness Center in the case of or in the event of injury to me/us against said insurance or HMO. My/our insurance policy and/or HMO coverage in effect at the time of the incident will be considered my/our primary insurance or primary coverage.

Furthermore, I/we agree to utilize all equipment in a safe and proper manner, and abide by all Fitness Center rules, including any future modifications, rules, and regulations posted in the facility, or as otherwise determined by the Board of Directors. Additionally, and as more fully stated in the Condominium governing documents, I/we understand that I/we are fully responsible for any damage to the facility or its contents as a result of my/our behavior.

Signature(s) _____

Print Name(s) _____

Apartment No. _____ Date _____