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**EXPRESS ASSUMPTION OF THE RISK, RELEASE OF LIABILITY,
WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

Resident Name: _____

Address: _____

Bridgeview Association, Inc. (the "Association") requires your acknowledgment and cooperation regarding safety and health measures by carefully reviewing and consenting to this Express Assumption of the Risk, Release of Liability, Waiver of Claims, and Indemnity Agreement (this "Agreement").

I, _____, acknowledge that there are certain dangers and risks of injury inherent in the use of the Community Property fitness equipment, including, but not limited to, dumbbell weights, elliptical machine, and stationary bike (collectively, the "Fitness Equipment").

I understand that I am responsible for my own conduct during and after my use of the Fitness Equipment and fully understand and agree that I will use the same at my own risk, and this includes, without limitation, any portion of any information or instruction I may receive and/or facilities or equipment I use. I have read and agree to comply in all respects with the written rules and regulations for use of the Fitness Equipment and that I will wear the proper attire when using such equipment, including a shirt and appropriate athletic shoes.

I understand that each person (myself included) has a different capacity for utilizing the Fitness Equipment. I acknowledge that the extent of danger or risk associated with my use of the Fitness Equipment is contingent upon my individual state of fitness or health (physical, mental, or emotional), along with the degree of awareness, caution, and skill I exhibit during such use. I agree to use the Fitness Equipment only if I am medically fit and adequately trained to do so. I understand that by choosing to engage with the Fitness Equipment, I inherently assume the associated dangers or risks based on my health or physical condition.

I also recognize that by utilizing the Fitness Equipment, I may experience potential health risks and I willfully assume those risks. I acknowledge my obligation to immediately seek medical assistance if I experience any pain, discomfort, fatigue, or any other symptoms that I may suffer both during and after my use of the Fitness Equipment. I understand that I may stop or delay my participation in any activity

if I so desire and will immediately stop if I experience any pain, discomfort, fatigue, or any other symptoms that I may suffer both during and after my use of the Fitness Equipment.

Under no circumstances does the Association have any obligation or responsibility to provide any staff whatsoever within the common element facilities where such Fitness Equipment is located, and part of my agreement to use the Fitness Equipment (or any other Community Property) includes my understanding and acknowledgement that the Association has no obligation to provide any staff, or that any staff that is provided will not be expected to provide any training, medical assistance or to otherwise recognize or advise me with regard to any such issues. Notwithstanding the foregoing, if and to the extent I am requested to stop and rest by an employee who happens to

observe any symptoms of distress or abnormal response (without any obligation or expectation to do so), then I will comply with such directions.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent me from being able to use any of the Fitness Equipment. I acknowledge the recommendation for yearly or more frequent physical examinations and consultations with my physician regarding physical activity, exercise, and the use of exercise and training equipment. Additionally, I recognize that I have either obtained my physician's permission to participate after undergoing a physical examination, or I have chosen to utilize the Fitness Equipment without seeking approval from my physician. In any scenario, I hereby fully and completely assume all risk and responsibility for my participation in fitness activities and the utilization of the Fitness Equipment in my activities.

My assumption of risk herein explicitly includes, without limitation and in addition to the health and fitness risks associated with use of any of the Fitness Equipment, as already discussed above, the inherent risk and danger associated with use of exercise equipment and machinery and any and all damage or injury that may result in connection with my use thereof. I agree not to use Fitness Equipment unless and until I have been fully trained by others as to the proper use and technique thereof, and in such event, I do fully and explicitly assume any and all risk associated therewith.

On behalf of my heirs, beneficiaries, dependents and personal representatives, I do hereby agree to release, indemnify and hold harmless Bridgeview Association, Inc., and all of its officers, directors, employees, members, related entities, and its property manager and community association management firm, its officers, directors, employees, agents, and affiliates, including any person directly involved with the facilities on the Community Property, for any matter whatsoever with regard to any injuries, claims, costs, demands, judgments, expenses, damages, and responsibilities which may occur from my usage, activities and involvement with the Fitness Equipment at the Community Property in the Bridgeview Community. **(INITIAL HERE** :_____)

I DECLARE THAT THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ, ARE FULLY UNDERSTOOD, AND THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING IT. I VOLUNTARILY ACCEPT THIS AGREEMENT FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE AND SETTLEMENT OF ANY AND ALL CLAIMS, DISPUTED OR OTHERWISE, RELATED TO THE ABOVE STATED PARTIES AND THE ACTIVITIES DESCRIBED ABOVE.

Name (Please Print)

Signature

Date