



**Club Sandoval
Fitness Center at Community Center**

2573 Sandoval Parkway
Cape Coral, Florida 33991
(239) 282-5525

Agreement and Release of Liability

1. In consideration of being allowed to participate in the activities and programs of Club Sandoval's (Community Center) Fitness Center and to use its facilities, equipment, and machinery in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge Club Sandoval, Sandoval Community Association, Pope Golf, and Pope Properties from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above mentioned facilities or arising out of my participation in any activities at said facility. I do also hereby release all of those mentioned and any others acting upon my behalf from any responsibility or liability for any injury or damage to myself or my guests, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of Club Sandoval (Community Center) Fitness Center or the use of any equipment at Club Sandoval (Community Center) Fitness Center.

(Please Initial _____)

2. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment are a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

(Please Initial _____)

3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of Club Sandoval (Community Center) Fitness Center or use of the equipment or machinery except as hereinafter stated. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and/or use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

(Please Initial _____)

4. Club Sandoval (Community Center) Fitness Center is for Sandoval residents and their guests. I accept full responsibility and understand that I will be held liable for any and all damages and injuries that may occur to me and/or my guest.

(Please Initial _____)

=====

Resident Owner Name (Please print): _____ **Phone:** _____

Sandoval Address: _____

Houseguest or Tenant? (Please print your name)

Signature: _____

Date: ____/____/____

Witness: _____

Date: ____/____/____

Emergency Contact Name: _____

Phone: _____