

# **CASARINA CONDOMINIUM**

## **Fitness Center Waiver and Release of Liability**

Casarina Condominium  
5800 Midnight Pass Road  
Sarasota, Florida 34242

### ***1. Voluntary Use***

I understand that use of the Fitness Facilities and exercise equipment is voluntary and undertaken at my own risk. I acknowledge that physical exercise and the use of fitness equipment involve inherent risks, including but not limited to serious bodily injury, illness, heart attack, stroke, paralysis, or death.

### ***2. Health and Physical Condition***

I certify that I am physically able to participate in exercise activities and use the Fitness Facilities. I understand it is my responsibility to consult with a physician prior to participating in any exercise program or using any equipment.

### ***3. Assumption of Risk***

I knowingly and voluntarily assume all risks associated with the use of the Fitness Facilities, including risks arising from equipment malfunction, improper use of equipment, slips, falls, or the negligence of other users.

### ***4. Release and Waiver of Liability***

To the fullest extent permitted by Florida law, I hereby release, waive, discharge, and hold harmless Casarina Condominium Association, Inc., its Board of Directors, officers, employees, agents, management company, contractors, and affiliates from any and all claims, liabilities, demands, damages, causes of action, costs, or expenses arising out of or related to my use of the Fitness Facilities, including claims arising from ordinary negligence.

### ***5. Responsibility for Guests and Renters***

Owners and renters are responsible for ensuring that their guests comply with all fitness center rules and regulations. Guests may only use the Fitness Facilities in accordance with Association policies.

### ***6. Equipment Use and Conduct***

I agree to use all equipment only for its intended purpose and to comply with all posted rules, operating instructions, and safety guidelines. I understand that misuse of equipment or inappropriate conduct may result in suspension or revocation of Fitness Facility privileges.

### ***7. No Supervision or Medical Services***

I understand that the Fitness Facilities may not be supervised and that emergency medical care may not be immediately available. Casarina Condominium Association does not provide medical services, instruction, or personal training.

### ***8. Personal Property***

I understand that Casarina Condominium Association is not responsible for loss, theft, or damage to personal property brought into the Fitness Facilities.

**9. Minors**

Individuals under the age of eighteen (18) may only use the Fitness Facilities in accordance with Association rules and with the supervision or consent of a parent or legal guardian.

**10. Governing Law**

This Agreement shall be governed by and interpreted under the laws of the State of Florida.

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**ACKNOWLEDGMENT AND SIGNATURE**

I have carefully read this Waiver and Release of Liability, fully understand its contents, and voluntarily agree to its terms.

Printed Name: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Owner / Renter / Guest (circle one)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**If signer is under 18 years of age:**

I am the parent or legal guardian of the minor named above and consent to the minor's use of the Fitness Facilities. I agree to the terms of this Waiver and Release of Liability on behalf of the minor.

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_