

**WAIVER, RELEASE AND INDEMNITY AGREEMENT**

I understand and hereby acknowledge that I am solely responsible to ensure that I am in proper physical condition, properly trained or experienced, and properly informed as to the use of the Fitness/Exercise Room, Swimming Pool, Children’s Playroom, and all other recreational equipment or facilities, now or in the future (collectively referred to as the “Facilities”) of the Edgewater Beach Apartments Corporation (“EBAC”). I realize that I may be subject to property damage, personal injury or even death in connection with my use of the Facilities. In consideration of my agreement to be informed as to my physical condition and to properly use the Facilities, and EBAC’s providing economical access to the Facilities under such agreement, and in recognition of the risks and hazards associated with the use of the Facilities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree, to the fullest extent permitted by law, to release, indemnify, save and hold harmless EBAC, its shareholders, officers, directors, employees, insurers and agents (and the successors and assigns of each of them) (collectively, the “Released Parties”) and any of them, from and against any and all claims, causes of action, damages, losses, suits, actions, judgments, awards, executions, and expenses of any kind whatsoever (including, but not limited to, professional and attorney’s fees) (collectively “Claims”), and waive any Claims which I or my personal representative may have, which arise out of or result from or in any way relate to my use of the Facilities (including, but not limited to, another party’s Claims against me or any Released Party, whether made directly or indirectly) or the enforcement of this Agreement. If I am in charge or custody of a minor individual who is using any of the Facilities, in consideration of EBAC’s agreement to permit such minor individual’s use of the Facilities, I agree to properly supervise said individual and agree to similarly release, indemnify and save and hold harmless any and all of the Released Parties with respect to any Claims, and waive any Claims which I or my personal representative may have, which arise out of or result from in any way said minor individual’s use of the Facilities or my failure to so properly supervise that minor individual. If I am sponsoring a Guest for use of the Facilities, in consideration of EBAC’s agreement to permit such Guest’s use of the Facilities, I agree, to the fullest extent permitted by law, to release, indemnify and save and hold harmless any and all of the Released Parties with respect to any Claims, an waive any Claims which I or my personal representative may have, which arises out of or result from in any way, said Guest’s use of the Facilities.

IN WITNESS WHEREOF, I have executed this Waiver, Release and Indemnity Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Check One:

Shareholder Resident /  Non-Shareholder Resident /  Sponsoring Resident for Guest /  Guest

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

\_\_\_\_\_  
Signature

Apartment Number: \_\_\_\_\_

NOTE: A GUEST MUST HAVE A WAIVER, RELEASE AND INDEMNITY AGREEMENT EXECUTED BY A SPONSORING RESIDENT. A NON-SHAREHOLDER RESIDENT MUST ALSO HAVE A WAIVER, RELEASE AND INDEMNITY AGREEMENT EXECUTED BY THE APPLICABLE NON-RESIDENT SHAREHOLDER.