

WAIVER TO PARTICIPATE IN TAI CHI ACTIVITIES

WHEREAS, The undersigned party (“PARTICIPANT”) and or their GUARDIAN hereby acknowledges the commencement of activities to be carried on by an instructor and or instructors for group led physical activity classes (“TAI CHI”) which includes, but is not limited to: stretching and movement, outdoors, located at or around the premises known as SILVERLAKES COMMUNITY ASSOCIATION, INC. (“ASSOCIATION”), which is located at the following address: 925 NW 178 Avenue, Pembroke Pines, Florida 33029. The PARTICIPANT/GUARDIAN acknowledges that TAI CHI is not being offered by SILVERLAKES, their employees or their agents. PARTICIPANT/GUARDIAN acknowledges that the Instructor for TAI CHI is not an employee of SILVERLAKES and any representations made as to certification and or qualifications by instructor in regards to TAI CHI or any other activities offered consecutively with TAI CHI are solely those of the instructor and not of SILVERLAKES.

To the fullest extent permitted by law, the PARTICIPANT/GUARDIAN shall indemnify and hold harmless the Association, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees arising out of or resulting from the performance of TAI CHI and or on SILVERLAKES property in connection with TAI CHI, including but not limited to common areas and limited common areas of SILVERLAKES. This includes but is not limited to: such claim, damage, loss or expense that (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and/or (2) is caused in whole or in part by any negligent act or omission of the PARTICIPANTS: including but not limited to: their family, any guest of the PARTICIPANT, any other PARTICIPANT concurrently participating in TAI CHI;; (3) is caused in whole or in part by any misrepresentation made by the instructor and or their agents, employees, guests that result in injury to PARTICIPANT, their guests, family members and or other participants concurrently participating in TAI CHI; (4) the worsening of any health condition, known or unknown, of PARTICIPANT, their guest, family members, or any other PARTICIPANT of TAI CHI by virtue of their participation in TAI CHI and or by any injury suffered on SILVERLAKES premises in connection with TAI CHI The foregoing indemnity from PARTICIPANT/GUARDIAN shall be applicable to all losses, damages, expenses or claims for damage and/or injury to any person or property, resulting from their negligence, recklessness or intentional wrongful misconduct of PARTICIPANT, and guests and or family members which utilize TAI CHI as described in this document. This indemnification shall also apply to negligent acts, conduct and omissions of the Association and its officers, directors, agents and employees related to TAI CHI.

The undersigned has read this document and voluntarily agrees to the terms and conditions set forth herein:

Participant’s Name (Signature) and (Printed)

Date

Guardian’s Name (Signature) and (Printed)
If applicable

Date

Ownership Address and name of Sub Association of Participant in SILVERLAKES