



**RIVIERA TOWERS FITNESS ROOM  
RELEASE AND PROMISE TO INDEMNIFY**

I \_\_\_\_\_, live in Unit \_\_\_\_\_ in Riviera Towers, am over 18 years old, legally competent, and in adequately sound physical health to be able to safely use the exercise equipment located in Riviera Towers Fitness Center Room without doing injury to myself or harming my health.

I agree to pay Riviera Towers Corp. a non-refundable fee of \$\_\_\_\_\_ for the privilege of using the Fitness Room and the equipment in it from the date I sign this agreement through \_\_\_\_\_ of this year.

I further agree to abide by the Fitness Center Room Rules shown on the reverse side of this form and as posted in the fitness Room at any time. I agree that my privilege may be suspended at any time I violate any of the Rules and if that happens; or if I move or stop using the Fitness Center Room for any reason, no part of the fee I have paid will be returned to me.

I understand that my privilege does not extend to my spouse, children, other members of my family, or my guests. No one else may use my Fitness Room privilege.

To induce Riviera Towers Corp. to let me use the Fitness Room and equipment, I release the equipment owner/ lessor, Riviera Towers Corp., its managing agent, the officers, directors, employees and shareholders of both, from any and all claims, losses and damages arising out of my use of the Fitness Room and equipment. I assume all risk of loss, damage or injury, to me or to my property, by reason of the management, control or operation thereof, and release all those named from all claims for all such loss, damage or injury I may sustain whether or not caused by their negligence; and I will indemnify all of them against all claims for such loss, damage or injury I or anyone else sustains which in any way arises from out of, is connected with, or results of the preceding sentence, I expressly and unequivocally agree to indemnify the equipment owner/lessor, Riviera Towers Corp. and the others against, and hold them harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising out of or relating to the negligent act or failure to act of any of them, which is related to any claim of strict liability in tort imposed on Riviera Towers Corp. for placing the Fitness Room equipment into use, whether or not defective. It is my duty to inspect the Fitness Room equipment and not use any defective equipment or any equipment, which I should not use for my health, ability, or safety reasons. I expressly and unequivocally agree to be responsible for Riviera Towers Corp.'s failure to discover and remedy any defects and for any strict liability in tort imposed upon Riviera Towers Corp. for making the Fitness Room and equipment available for my use.

I have paid a non-refundable privilege fee of \$\_\_\_\_\_ and signed this Release and Promise to indemnify Riviera Towers Corp. this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Resident / User**