



Liability Waiver

VENU at Grayhawk Condominiums ("Association") operates a certain facilities including but not limited to a gym/recreational center, the facilities within the Great Room, and pool facilities ("Association Facilities") for the use of its owners, residents and guests. The Association coordinates on and off property events ("Association Activities") for its owners, residents and guests. In consideration for permitting the undersigned Participant to use the Association Facilities and participate in Association Activities, and in further consideration of the mutual covenants contained in this agreement and for valuable consideration, the parties agree as follows:

Participant, for myself and on behalf of my child(ren), guests, spouse, legal guardian, personal representative, heirs, executors, assigns and/or next of kin (collectively, the "Bound Parties"), do hereby **waive, release, relinquish, discharge and covenant not to sue** the Association and Vision Community Management, and their members, officers, directors, employees, agents, representatives, independent contractors, affiliated persons and entities, and volunteers, (collectively, the "Released Persons"), from **any and all damage, claims for liability and cause(s) of action of any kind**, including, but not limited to, personal injury, property damage or wrongful death occurring to Participant or any guest of Participant, arising out of or related to the use of the Association Facilities (including but not limited to the use of facilities within the Great Room, gym equipment, and pool facilities), or participation in the Association Events, whenever or however they occur, whether caused by the negligence of a Released Person, other observers or participants, or otherwise. Participant further agrees to indemnify, defend and hold all Released Persons harmless from any and all loss, damage, claims, liabilities, actions, suits, procedures, costs and expenses, including attorney's fees, which may be incurred, now or in the future, caused, arising out of or in any way related to Participant's use or any guest of Participant's use of the Gym in any way.

Participant acknowledges any consumption of alcohol must be done responsibly and the undersigned assumes full liability for any actions during and after use of the Association Facilities or participation in the Association Activities related to the consumption of alcohol.

Participant acknowledges and understands that: (i) certain inherent, foreseeable and unforeseeable dangers and risks exist in the Participant's use of the Association Facilities or participation in Association Activities; (ii) the Participant's use of the Association Facilities or participation in Association Activities may result in injury or damage to the Participant's property and/or person; and (iii) these dangers and risks may be caused by (a) the action or inaction of one or more of the Released Persons, other observers or participants, or other natural conditions, (b) a failure to maintain, inspect, supervise, control or warn of dangerous conditions by one or more of the Released Persons, (c) accident, (d) forces of nature, or (e) other causes. Participant voluntarily assumes these risks.

Participant hereby represents that he/she has read and understands The Rules and Regulations and provisions of the Declaration Governing the use of the Association Facilities and participation in Association Activities. Participant hereby agrees to adhere to all aforementioned Rules and Regulations and provisions of the Declaration while using the Association Facilities or participating in Association Activities.

The Bound Parties hereby understand that this Waiver is intended to be as broad and inclusive as permitted by Arizona law, and further agree that all of the dangers and risks described throughout this Waiver,



including those caused by the negligence of the Participant, the Released Parties and/or others, are included within its scope. The Bound Parties assume full responsibility for any danger and risk of injury, death and/or property damage. If the law of any controlling jurisdiction renders any portion of this Waiver unenforceable, the remainder of this Waiver shall nevertheless remain enforceable to the full extent allowed by controlling law.

Participant acknowledges that he/she is signing this document on behalf of the Bound Parties and agrees to be specifically bound to all of the terms and conditions herein. The undersigned further acknowledges and covenants that he/she has read this Waiver, fully understands its terms, understands that the Bound Parties have given up substantial rights by signing it, is aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to him/herself or the Participant and intend his/her signature to be a complete and unconditional release of all liability to the maximum extent allowed by controlling law.

This Waiver is effective as of the date set forth below and shall continue to be effective unless revoked in writing by the Participant.

By signing this form I agree this liability waiver includes all individuals and children listed on my profile questionnaire.

Dated this _____ day of _____, 20_____.

 Owner/Tenant Printed Name

 Signature

 Owner/Tenant Printed Name

 Signature

The Profile Questionnaire, Minor/Child Regulations and Authorized Guardian form (If children under 18), Liability Waiver, and Parking Policies and Car Transponder Application are all required for activation of Key FOBs and Car Transponders.