

ALAMEDA ISLES HOMEOWNERS ASSOCIATION, INC.

ALAMEDA HOMEOWNERS ASSOCIATION, INC. (herein referred to as "Association") allowing me the privilege of participating in "Bend & Stretch" or "Water" aerobic exercises on the Cooperative Property, the sufficiency, receipt and adequacy of which are hereby acknowledged, I agree that:

1. REPRESENTATIONS, WARRANTIES AND ASSUMPTION OF RISK. I understand that I will be performing aerobics, which is a physically strenuous activity and that I will be exerting myself during the aerobic exercises. I understand and recognize the scope, nature and extent of the risks involved in the activities contemplated by this Agreement and voluntarily and freely choose to incur such risks, including but not limited to the following: heart attack, hyperventilation, muscle strain and injury, dizziness, blackouts, physical injury or even death. If I am engaging in water aerobics, I understand and recognize that there is also the risk of drowning.

2. EXEMPTION FROM LIABILITY. I exempt and release the Association, its officers, directors, agents, servants, employees, shareholders and class instructor(s) from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property while anticipating in any of the activities contemplated by this Agreement, whether such loss, damage, or injury results from the negligence of the Association, its officers, directors, agents, servants, employees, shareholders, class instructor(s) or from some other cause.

3. COVENANT NOT TO SUE. I agree never to institute any suit or action at law or otherwise against the Association, its officers, directors, agents, servants, employees, shareholders or class instructor(s), not to initiate any or assist in the prosecution of any claim for damages or cause of action which I, my heirs, executors or administrators hereinafter may have by reason of injury to my person or to my property arising from the activities contemplated by this Agreement.

4. INDEMNITY AGAINST THIRD PARTY CLAIMS. I will indemnify, save and hold harmless the Association, its officers, directors, agents, servants, employees, shareholders and class instructor(s) from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly by my activities or neglect while engaged in the activities contemplated by this Agreement. This duty to indemnify includes court costs and reasonable attorney's fees incurred in the defense of lawsuits, including appellate attorney's fees and costs.

5. CONTINUATION OF OBLIGATIONS. I agree and acknowledge that the terms and conditions of the foregoing ASSUMPTION OF RISK, EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in force and effect, now and in the future, at all times during which I participate, either directly or indirectly, in the activities of the Association and shall be binding upon my heirs, executors and administrators of my estate.

IN WITNESS WHEREOF, I have affixed my legal signature this _____ day of _____, _____.

Witness: _____

Witness: _____

LEGAL SIGNATURE

Printed Name

Lot #

NOTE: THE ASSOCIATION RECOMMENDS YOU CONSULT WITH YOUR PHYSICIAN BEFORE BEGINNING THIS OR ANY OTHER STRENUOUS ACTIVITY