

Sun City Mobile Home Estates
279601 Sun City Blvd.
Sun City, California 92586

EXERCISE ROOM RELEASE AGREEMENT

For valuable consideration, the receipt of which is hereby acknowledged, I/we, the undersigned, enter into this Exercise Room Release Agreement ("Agreement") voluntarily. I/we, the undersigned, understand and fully appreciate the potential danger of injuries and damages which occur with respect to the use and operation of the exercise room and adjacent areas and facilities located at the Sun City Mobile Home Estates ("Park"). I/we specifically acknowledge and understand that there will be no physical trainers or other supervision in or about the exercise room to me/us. In other words, I/we understand that we are using the Exercise Room at our own risk.

I/we hereby agree to release, indemnify and hold harmless the Park and its owners, operators, employees, agents and representatives from any and all claims of any kind, whether for damages, injuries or otherwise, resulting from the use of the Exercise Room and the adjacent areas and facilities, by myself, my spouse, my children, other members of my household or my guests. I understand that nothing in this Agreement will be construed as a waiver of claims based upon the negligence or willful acts of the Park and its owners, operators, employees agents, and representatives.

This Agreement is intended as a full and complete release as to any and all claims resulting from the use of the Exercise Room and the adjacent areas and facilities. The undersigned hereby waives any and all right which it may have under the provisions of Section 1542 Of the California Civil Code which section reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor."

It is understood by the undersigned that if the facts or law with respect to this release as given herein turn out to be other than, or different from, the facts or law in connection now known or believed by the undersigned to be true, then the undersigned expressly assumes the risk of the facts or law turning out to be so different and agrees that the foregoing release shall be, in all respects, for any such difference in fact or law.

Dated: _____

Resident/Name _____

Signature

Dated: _____

Resident/Name: _____

Signature