



VITALIA AT TRADITION

Resident Name: _____

Address: _____

Thank you for using the Vitalia at Tradition “Community Property,” as such term is defined in the Declaration for Vitalia at Tradition™ recorded in Official Records Book 3459, Pages 693-794 of the Public Records of St. Lucie County, Florida, as amended (the “Declaration”). The owner and management of the Community Property require your understanding and co-operation of safety and health considerations by reading and signing this Informed Consent Agreement and Waiver (this “Consent”).

I, _____, declare that I intend to use the Community Property and some or all of the activities and services offered by the Community Property which includes the fitness center within the Vitalia at Tradition™ community (the “Fitness Center”) and I understand that each person (myself included) has a different capacity for participating in such activities and services. I assume full responsibility during and after my use of the Community Property and the Fitness Center and fully understand and agree that I will use the same at my own risk, and this includes, without limitation, any portion of any information or instruction I may receive and/or facilities or equipment I use. I have read and agree to comply in all respects with the written rules and regulations for use of the Community Property and Fitness Center.

I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care, and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity or service of the Community Property (including the Fitness Center), and/or the use of any equipment therein brings with it my assumption of those risks, which include, without limitation, the results which may stem from this choice.

I also recognize that by participating in the activities and services offered by the Community Property (including those with the Fitness Center), or by using any equipment therein, I may experience potential health risks and I willfully assume those risks. I acknowledge my obligation to immediately seek medical assistance if I experience any pain, discomfort, fatigue or any other symptoms that I may suffer during and/or after my use of any Community Property, including, without limitation, the Fitness Center. I understand that I may stop or delay my participation in any activity if I so desire and will immediately stop if I experience any pain, discomfort, fatigue or any other symptoms that I may suffer during and/or after my use of the Fitness Center or any other Community Property.

Under no circumstances does the owner of the Community Property have any obligation or responsibility to provide any staff whatsoever within the Fitness Center or any other Community Property, and part of my agreement to use the Fitness Center (or any other Community Property) includes my understanding and acknowledgement that the owner of the Community Property, including the Fitness Center, has no obligation to provide any staff, or that any staff that is provided will not be expected to provide any medical assistance or to otherwise recognize or advise me with regard to any issues. Notwithstanding the foregoing, if and to the extent I am requested to stop and rest by an employee who observes any symptoms of distress or abnormal response (without any obligation or expectation to do so), then I will comply with such directions.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs of

the Fitness Center (or any other Community Property), or use of equipment or machinery. I acknowledge that it is recommended that I have yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise and training equipment. I also acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and/or use of equipment and machinery without the approval of my physician. In any case, hereby fully and completely assume all risk and responsibility for my participation in activities, and utilization of equipment and machinery in my activities.

My assumption of risk herein explicitly includes, without limitation and in addition to the health and fitness risks associated with use of the Fitness Center and the equipment therein (or any other Community Property), as already discussed above, the inherent risk and danger associated with using exercise equipment and machinery and any and all damage or injury that may result in connection with my use thereof. I agree not to use any machinery or equipment unless and until I have been full trained as to the proper use and technique thereof, and in such event, I do fully and explicitly assume any and all risk associated therewith.

On behalf of my heirs, beneficiaries, dependents and personal representatives, I do hereby agree to release, indemnify and hold harmless Vitalia at Tradition, LLC, Avatar Properties Inc., Taylor Morrison Inc., Vitalia at Tradition Residents' Association, Inc., and all of their respective affiliates, subsidiaries, officers, directors, shareholders, partners, members, employees, agents and assigns, including the instructor or person directly involved with the facilities on the Community Property, for any matter whatsoever with regard to any injuries, claims, costs, demands, judgments, expenses, damages, and responsibilities which may occur from my usage, activities and involvement at the Fitness Center or any other Community Property in the Vitalia at Tradition™ Community.

(INITIAL HERE : _____)

I DECLARE THAT THE TERMS OF THIS CONSENT HAVE BEEN COMPLETELY READ, ARE FULLY UNDERSTOOD, AND THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING IT. I VOLUNTARILY ACCEPT THIS INFORMED CONSENT AGREEMENT FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE AND SETTLEMENT OF ANY AND ALL CLAIMS, DISPUTED OR OTHERWISE, RELATED TO THE ABOVE STATED PARTIES AND THE ACTIVITIES DESCRIBED ABOVE.

NOTE: IF THE PARTICIPANT IS A MINOR, THEN THE GUARDIAN SIGNING ON BEHALF OF THE MINOR BELOW AGREES TO EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN ON BEHALF OF THE MINOR AS IF THE MINOR HAS EXECUTED THIS CONSENT AND IN ADDITION TO THE INDEMNITY SET FORTH ABOVE, EXPLICITLY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS VITALIA AT TRADITION, LLC, AVATAR PROPERTIES INC., TAYLOR MORRISON., VITALIA AT TRADITION RESIDENTS' ASSOCIATION, INC. AND ALL OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS AND ASSIGNS, INCLUDING THE INSTRUCTOR OR PERSON DIRECTLY INVOLVED WITH THE FITNESS CENTER, FOR ANY MATTER WHATSOEVER WITH REGARD TO ANY INJURIES, CLAIMS, COSTS, DEMANDS, JUDGMENTS, EXPENSES, DAMAGES, AND RESPONSIBILITIES WHICH MAY OCCUR FROM SAID MINOR'S USAGE, ACTIVITIES AND INVOLVEMENT AT THE FITNESS CENTER OR ANY OTHER COMMUNITY PROPERTY.

Name (Please Print)

Signature

Date

If Signing on behalf of a Minor, _____ Relationship to Minor _____
(Print Minor Name)