

**ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY FOR
AEROBIC ACTIVITIES**

This waiver and release of liability is intended to address the inherent risks and potential liabilities that are created by the land and water aerobics instruction, programs and activities (hereafter "aerobic activities") offered by private individuals at Heritage Oak Park Community Development District (hereafter "District").

The undersigned acknowledges that participation in aerobic activities involves physical exercise and carries inherent risks, including those unique to aquatic activities. Participation in the aerobic activities is voluntary, and all individuals participate at their own risk.

The District does not offer, sponsor or supervise aerobic activities. The aerobic activities, including any certifications, medical screenings, or fitness instruction, are not provided by the District or on behalf of the District. These private aerobic activities are provided by private individuals. Individuals that organize and lead aerobics activities operate in their personal capacity and could be subject to personal liability. The District does not defend or indemnify individuals for claims arising from aerobics activities that they provide.

In consideration of the District's agreement to permit the undersigned to participate in aerobic activities, the undersigned hereby knowingly and voluntarily assumes the risks, both known and unknown, inherent in the participation in the aerobic activities, including without limitation, injury to bones, muscles, joints, fainting, abnormal blood pressure, heat stress, disorders of heart rhythm, heart attack, stroke, permanent disability or possible death as well as other injuries unique to aquatic activities.

The undersigned agrees to release, indemnify, defend and hold harmless the District, its affiliates, successors, and assigns, its members, officers, board members, attorneys, agents, employees, and any other District persons or entities related to the foregoing (hereinafter the "Indemnified Parties"), to the full extent permitted by law, from and against any and all claims, suits, actions, causes of action, losses, liabilities, damages, including without limitation, any personal injury, loss of life or damage to property, whether direct or indirect or consequential as a result of or in any way related to participation in the aerobic activities by the undersigned. This provision shall include an obligation to indemnify the Indemnified Parties for, from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to all trial, appellate and bankruptcy levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claims, suits, action, causes of action,

the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgements or decrees which may be entered relating thereto.

The undersigned acknowledges that the undersigned has had an opportunity to ask questions. Any questions have been answered to the undersigned's complete satisfaction.

I am fully aware and understand that the District does not employ or contract with any medical service providers for ordinary or emergency medical services, including but not limited to emergency cardiovascular assistance. I will be fully responsible for any use I make of medical supplies or equipment which may be found on the premises and agree that the terms of this waiver and release shall apply to any person who in good faith uses such supplies or equipment to assist me if I am incapacitated or in need of assistance.

The undersigned has read this agreement, fully understands its terms, acknowledges, and understands the risks set forth herein and knowingly agrees to assume and accept full responsibility for such risks. If any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

By signing below, I am acknowledging I have read and understand the above ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY.

Name (Print): _____ Date: _____

Signature: _____