# RAC Fitness Participation & Liability Waiver

Resident Athletic Club LLC

Participant: _____ Date: _____

## 1. PARTICIPATION

I voluntarily participate in fitness activities provided by Resident Athletic Club LLC (“RAC”), including personal training, partner training, bootcamps, beach workouts, conditioning, and related programs. This agreement applies to my participation at homes, residential communities, gyms, beaches, parks, and other agreed training locations.

## 2. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I understand that exercise involves risks, including muscle strains, sprains, falls, collisions, equipment-related injuries, cardiovascular events, illness, permanent disability, and death. Outdoor activities involve additional risks from heat, humidity, sun exposure, dehydration, changing weather, sand, uneven or slippery surfaces, and surrounding conditions.

Injuries may result from my actions, other participants, equipment, instruction, supervision, or conditions at the training location. Coaching, modifications, and precautions cannot eliminate every risk. I knowingly and voluntarily assume the risks of participation, including risks I do not presently know or anticipate.

## 3. PARTICIPANT RESPONSIBILITIES

I will disclose injuries, medical conditions, symptoms, and exercise restrictions relevant to my participation and inform my coach of changes. If I am uncertain whether exercise is appropriate for me, I will obtain medical guidance before participating.

I will follow instructions, use equipment as directed, and exercise within my ability. I may decline an exercise or stop at any time. I will promptly report pain, dizziness, breathing difficulty, or other concerning symptoms and stop exercising when necessary.

I understand that RAC provides fitness coaching, not medical diagnosis or treatment, and does not guarantee particular results.

## 4. RELEASE OF LIABILITY - INCLUDING ORDINARY NEGLIGENCE

TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, I RELEASE AND WAIVE CLAIMS AGAINST RESIDENT ATHLETIC CLUB LLC AND ITS OWNERS, OFFICERS, EMPLOYEES, AND COACHES FOR PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN RAC ACTIVITIES, INCLUDING CLAIMS CAUSED BY THEIR OWN ORDINARY NEGLIGENCE IN INSTRUCTION, SUPERVISION, EQUIPMENT SELECTION OR USE, OR OTHER ACTS OR OMISSIONS.

I understand that this provision means I am giving up rights to seek compensation for claims involving ordinary negligence. This release does not apply to gross negligence, reckless or intentional misconduct, or any liability that cannot lawfully be waived.

## 5. EMERGENCY ASSISTANCE

If an emergency occurs, I authorize RAC to contact emergency services and my designated emergency contact. I understand that RAC does not guarantee medical personnel or equipment will be present and that I remain responsible for medical expenses incurred on my behalf.

## 6. INDIVIDUAL CONSENT

I am at least 18 years old and sign only for myself. My signature does not provide consent or waive claims for a partner, guest, or other participant. Each participant must complete a separate agreement.

## 7. CONTINUING APPLICATION AND SEVERABILITY

This agreement applies to my current and future participation in RAC fitness activities to the extent permitted by law. Florida law governs this agreement. If a provision is found unenforceable, the remaining provisions remain effective to the extent permitted by law.

## 8. ACKNOWLEDGMENT AND SIGNATURE

I HAVE READ THIS AGREEMENT, UNDERSTAND THE RISKS AND THE RELEASE OF CLAIMS INCLUDING ORDINARY NEGLIGENCE, AND SIGN VOLUNTARILY. I have had an opportunity to ask questions before signing.

Participant signature: _____

Printed name: _____ Date: _____