

RELEASE AND WAIVER OF LIABILITY FOR USE OF THE
ALOHA LANI FITNESS CENTER

I recognize that the use of Aloha Lani A.O.A.O.'s recreational facilities, including the Fitness Center, and all equipment and facilities contained therein (collectively, the "Recreational Facilities"), have inherent risks of the Recreational Facilities, I, my spouse, assignees, heirs, guardians, and legal representatives hereby voluntarily indemnify, release from liability, agree to defend and hold harmless Aloha Lani A.O.A.O., its Board of Directors, employees, agents, representatives, and any other department, or group affiliated there with (collectively "Aloha Lani") for any accident, injury, illness, death, loss, theft, damage to person or property, or other consequences suffered by me arising from or related to Aloha Lani's negligence. In the event that I am injured, I agree to assume any financial obligation, either through my health insurance, or through some other means, for any medical costs that I incur. Aloha Lani assumes no responsibility for any medical expenses, injury, or damage suffered by me in connection with my use of the Recreational Facilities.

IT IS MY INTENTION BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON MYSELF, TO THE EXCLUSION OF ALOHA LANI, AND TO EXEMPT AND RELIEVE ALOHA LANI FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

By signing this agreement, I waive my right to bring any legal action now or at any time in the future to recover compensation or obtain any other remedy for any injury to myself or my property or for my death, however caused, arising out of my use of the Recreational Facilities. I further agree that I, my spouse, assignees, heirs, guardians, and legal representatives will not make any claim against, sue or attach the property of Aloha Lani for any loss or damage resulting from my use of the Recreational Facilities. I am aware of the potential dangers incidental to recreational sports activity that this is a release of liability, a waiver of my legal right to collect damages in the event of injury, death or property damage, and a contract between Aloha Lani and me, and I sign it of my own free will. I expressly agree that this release is intended to be as broad and inclusive as the State of Hawaii will allow and that if any portion is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect

Print Name _____

Sign Here _____ Date _____

Apartment # _____