

BURTON FLATS HEALTH CLUB

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: In consideration of permission to use the Burton Flats Health Club located at 1301 Avon St., Sheridan, Wyoming 82801 (hereinafter referred to as the "Facilities"), I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Burton Flats, LLC, Burton Flats Condominium Owners Association or Burton Flats Unit Owners and their agents, servants, employees, insurers, successors and assigns (together, "Burton Flats") from any and all claims including the negligence of Burton Flats resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment at the Facilities.

Assumption of Risk: This use of Burton Flats' property, facilities, staff, equipment, and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses, and damage to property. I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Burton Flats at the Facilities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require and that I am in good health and have no physical or other impediment which would endanger me while using the Facilities.

Indemnification and Hold Harmless: The undersigned further agrees to indemnify and hold Burton Flats harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of the use of the Facilities by the undersigned, and to reimburse Burton Flats for any such expenses incurred.

Severability and Choice of Law: The undersigned further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by Wyoming law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this Release shall be governed for all purposes by Wyoming law, without regard to such law on choice of law.

Acknowledgment and Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability.

Signature of User

Date _____

Print Name

Signature of User

Date

Print Name