

THE CLARIDGE HOUSE COOPERATIVE, INC.

FACILITIES USE AGREEMENT AND WAIVER OF LIABILITY

In consideration of the permission of The Claridge House Cooperative, Inc. ("Cooperative") to use the Cooperative's pool, fitness center, business center, community room, courtyard and related common facilities (collectively, the "Facilities"), I agree that the Cooperative will not be responsible for any illness, injuries or damages occurring in connection with my use of the Facilities.

In using the Facilities, which also are used by other individuals, I recognize that I am at higher risk of contracting illnesses from those other individuals. I fully understand and appreciate both the known and potential dangers of using the Facilities and acknowledge that the use thereof by me and/or my family members and/or guests might, despite the Cooperative's reasonable efforts, result in illness, injury or death.

I hereby represent and warrant that I am in proper health and physical condition to use the Facilities. I agree that I will comply with all rules governing use of the Facilities, including but not limited to the rules and regulations adopted by the Cooperative, as well as all applicable laws and governmental regulations, and will use the Facilities in accordance with appropriate health and safety precautions and instructions for proper use.

I hereby assume all risks inherent in the use of the Facilities, including without limitation any and all risks of injury or death and any and all risks of contracting disease, and, for myself and for my heirs, successors, personal representatives and assigns, I hereby release and agree to indemnify and hold harmless the Cooperative, and its members, directors, officers, agents, employees and contractors, from and against any and all injuries, illnesses, death, loss of, or damage to, personal property, and any and all claims, damages, liability, actions and causes of action, including costs and attorney's fees, arising from, or related in any way to, the use of the Facilities by me, or by any person using the Facilities with my express or implied permission.

[SIGNATURE ON NEXT PAGE]

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS FACILITIES USE AGREEMENT AND WAIVER OF LIABILITY, INCLUDING THE ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY PROVISIONS, AND AGREE TO ITS TERMS

Signature

Date

Name (PLEASE PRINT)

Address

Telephone

Email Address

Emergency Contact:

Name (PLEASE PRINT)

Telephone

Email Address

PARENT/GUARDIAN ACKNOWLEDGMENT AND AGREEMENT

Name of Child

Parent or Guardian of Person Under The Age of 18 Years of Age

1. I, the parent and/or legal guardian of the above named minor person ("Child"), acknowledge and agree that I have read and understand the above Facilities Use Agreement and Waiver of Liability, which is incorporated by reference herein.

2. On behalf of the Child, to the fullest extent permissible under District of Columbia law, I hereby release, forever discharge and agree to indemnify and hold harmless the Cooperative, and its members, directors, officers, agents, employees and contractors, from and against any and all claims, liabilities, injuries, illnesses, damages, proceedings, actions and causes of action, including but not limited to costs and attorney's fees, arising in connection with any injury to the Child, including death, resulting in whole or in part from the Child's use of the Facilities.

3. I represent that I have full legal authority to execute this document on behalf of the Child, and that by my signature below I am, on behalf of the Child, acknowledging and agreeing to all terms, conditions, warranties, understandings, and agreements set forth in the above Facilities Use Agreement and Waiver of Liability.

Parent/Guardian Signature: _____

Printed Name: _____

Date