

Sun City Mesquite Homeowners' Association
Informed Consent, Release and Waiver Agreement
Guest Waiver

Thank you for using Sun City Mesquite Homeowners' Association Community Association facilities. Association management requests your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following Informed Consent Agreement.

I, _____, declare that I intend to use some or all of the facilities offered by the Sun City Mesquite Homeowners' Association (the "Community Association"), including, but not limited to, the fitness center, aerobics room, swimming pools, spas, tennis courts, bocce courts, putting greens, basketball and pickleball courts, arts and crafts rooms, billiards room, grand hall, and other areas and to participate in events sponsored from time to time by the Community Association (the "events"). All of these activities and programs are collectively referred to as the "facilities." In consideration for being allowed to use the facilities and participate in the events (collectively, the "activities"), I declare as follows:

1. I understand that each individual (myself included) has a different capacity for participating in such activities and services. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portion of the information or instruction I receive. I have read and agree to comply with the written rules and regulations for use of the facilities.
2. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity or programs at Sun City Mesquite Homeowners' Association by Del Webb brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.
3. I understand that participating in the activities may involve risk, including economic loss, health, disabilities or death, and I willfully and voluntarily assume those risks.
4. I accept personal responsibility to always act in a safe manner and to abide by the rules and regulation of the Community Association whenever I participate in these activities. I agree to immediately inform a representative of the Community Association, and to stop participating in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire and that I may also be requested to stop and rest by an Association employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.
5. I understand that I am responsible for obtaining appropriate insurance coverage when participating in the activities and that the Community Association will not provide to me any insurance coverage.
6. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in the activities and programs of the facilities, or use of equipment or machinery except as hereinafter stated. I understand that I have been strongly advised to obtain my doctor's approval before participating in the activities, especially any exercise, aerobics or fitness activities. I also acknowledge that I have been strongly advised to obtain yearly or more frequent physical examinations and to review with my doctor the activities that are best suited to me. I understand that my decision to participate in the activities is voluntary. The Community Association does not have the resources to review, and is not responsible for reviewing,

- my decision to participate in the activities. I acknowledge that I have either had a physical examination and been given my physician's approval to participate in the activities, or I have elected to participate in the activities without the approval of my doctor and hereby assume all risk and responsibility for my participation in the activities.
7. By signing this document, I acknowledge that I have voluntarily chosen to participate in the activities. I assume all risk for my health and, on behalf of myself, my heirs, beneficiaries, dependents and personal representatives, release and hold harmless Pulte Homes, Inc., all of its subsidiary corporations including, but not limited to, Del Webb Communities of Nevada, Inc., the Community Association and their respective directors, officers, employees and agents from any responsibilities, liabilities, damages, or claims related to my participation in the activities.
 8. Members are responsible for the conduct of their guests. Members and their guests shall not reprimand nor discipline any employee of the Community Association. Comments and complaints are to be directed to the Community Association Board of Directors. The Activities Director will inform members or guests of any violation of the rules and regulations of the Community Association, and, when necessary, report such actions to the Board of Directors.

I declare that the terms of this Informed Consent Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

Signature of Guest _____ Date _____

Printed Name _____

In case of emergency, please list a contact that does not reside in your home:

Contact Name: _____

Phone Number (s): _____

Contact Relationship to Guest: _____

Signature of Resident _____ Date _____

Printed Name _____

Employee Signature
SCM/Membership/Waiver-Guest