

KONOVER HOTEL CORPORATION  
Monthly Pool / Fitness Center Use Agreement

User Name(s) and Address: \_\_\_\_\_  
\_\_\_\_\_

Commencement Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Category of User (circle):            Individual   /   Family

**Terms and Conditions:**

Konover Hotel Corporation, and/or its affiliates, owns \_\_\_\_\_ and has, for the use and enjoyment of the User and any guests (collectively, "User"), established a pool and fitness center (the "Facility"); and, in consideration of this license to use the Facility, the User hereby agree(s) as follows:

1. User agrees to pay \$\_\_\_\_\_ monthly, in advance, for Individual use (no fee for 1 guest/visit, \$\_\_\_\_\_ each for additional guest), and \$\_\_\_\_\_ monthly, in advance for Family use (no fee for 5 guests/visit, \$\_\_\_\_\_ each for additional guest).
2. User is hereby granted the non-exclusive license or right to use the Facility during the times specified for use by the Manager, or otherwise as posted. Said times are subject to change or modification without advance notice. User is not entitled to use or access any areas not intended for public use. User must use the Facility in harmony with other Users or guests.
3. Owner is not responsible for loss, damage, or theft of any of User's personal property.
4. **The Facility is unsupervised and unattended, and its use is strictly at the User's own risk.** User confirms, for his/her self and all guests, being in good health and possessing the requisite knowledge and physical capability to safely utilize the Facility.
5. User shall abide by the Rules and Regulations of the Facility, which are posted conspicuously at the Facility and incorporated herein by this reference. Said Rules and Regulations may be amended or modified by the Owner at any time without advance notice, and by executing this Agreement, User acknowledges he/she has read and understands them, and agrees to abide by them without exception.
6. User's rights to use the Facility are subject to cancellation, with or without cause, at any time by User or Owner. User's failure to abide by this Agreement and all the Rules and Regulations contained herein shall result in the immediate termination of his/her right to use the Facility and shall result in the forfeiture of all User payments.
7. User must supply own towels, and may use restrooms for changing purposes.
8. This Agreement will be governed by the laws of the State of \_\_\_\_\_.
9. NO Alcoholic beverages and no glass containers are permitted in pool area.
10. All incidents resulting in injury must be reported to the Owner immediately, failure to do so will be construed as a waiver of all rights.

**[This space is intentionally left blank. This Agreement continues on Page 2.]**

**LIABILITY RELEASE - PLEASE READ CAREFULLY**

**THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.**

**NOTIFICATION OF RISKS – I AGREE AND UNDERSTAND THAT USE OF THE FACILITY MAY INCLUDE RISKS, INCLUDING BUT NOT LIMITED TO INJURIES FROM USE OF THE POOL AND FITNESS EQUIPMENT, USE OF UNSUPERVISED AREAS OPEN TO THE PUBLIC, AND MAINTENANCE OF THE POOL AND FITNESS EQUIPMENT (THE “ACTIVITY”).**

**ASSUMPTION OF RISK - I HEREBY AGREE TO FREELY AND EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH TO MYSELF WHILE PARTICIPATING IN THE ACTIVITY. FURTHER, I VOLUNTARILY ELECT TO PARTICIPATE IN THE ACTIVITY. I HEREBY ASSUME ALL RISKS WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM INVOLVEMENT IN THE ACTIVITY AND HEREBY HOLD HARMLESS, RELEASE, INDEMNIFY AND DEFEND OWNER, ITS SUBSIDIARIES AND AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER “RELEASED PARTIES”), OF AND FROM ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, OR ANY PERSON, FAMILY MEMBER, OR GUEST, WHILE PARTICIPATING IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY THE NEGLIGENCE AND/OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, ON THE PART OF THE RELEASED PARTIES.**

**INDEMNIFICATION BY EXECUTION – BY EXECUTION OF THIS RELEASE, THE RELEASED PARTIES SHALL BE INDEMNIFIED BY ME FOR ANY INJURY TO OTHER PERSON(S) OR PROPERTY WHICH ARISE THROUGH MY USE OF THE FACILITY.**

I have carefully read the foregoing Agreement and Liability Release, understand its contents, and sign below with full knowledge of their significance showing my agreement to be bound thereby.

As of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**USER:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Emergency contact name and telephone number)

**FAX TO 517-263-7000  
gm@cladrian.com**