

The Village Exercise  
RELEASE AND INDEMNIFICATION AGREEMENT

PARTICIPANT (Name and Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LOCATION:

The Village

Dallas, TX 75206

**DESCRIPTION OF ACTIVITY: The Village Group Exercise**

Location: The Village Country Club, Dallas TX Starting May 2009

Located within The Village Property sites – fitness activity rooms/aerobic studios, weight room, outdoor soccer field, outdoor jogging trail, lake walking/jogging trail, etc.

I, the above-named participant, am eighteen years of age or older, and have voluntarily applied and agreed to participate in the above aerobic/fitness program. I acknowledge that the nature of the activities may expose me to hazards or risks that may result in my illness, personal injury, or death, and I understand, am fully aware and appreciate the nature of such hazards and risks. I represent that I am physically able, with or without accommodation, to participate in the above-referenced program, am able to use the equipment and/or supplies associated with the activities, and have obtained clearance from a physician if I have one or more current or previous chronic health concerns.

In consideration of my participation in the group exercise classes, I hereby accept all risk to my health and of my injury or death that may result from such participation and I hereby release The Village Country Club, Lincoln Property Company Management, Inc., PC Village Apartments, LPC National L.P., Lincoln Akard Corporation, Lincoln Apartment Management, L.P., and its governing boards, officers, employees, and representatives from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property, and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the group exercise classes, whether caused by negligence of the company, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless The Village Country Club, Lincoln Property Company Management, Inc., PC Village Apartments, LPC National L.P., Lincoln Akard Corporation, Lincoln Apartment Management, L.P., and its governing boards, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the group exercise program.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE GROUP EXERCISE CLASSES AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.**

Should I require emergency medical treatment as a result of accident or illness arising during the group exercise classes, I consent to such treatment. I acknowledge that The Village/Lincoln Property Company does not provide health and accident insurance for participants in the program and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment or ongoing treatment as a result of this activity. I will notify The Village management in writing (ATTN: Brooke Benton Jimenez at 8308 Southwestern Blvd., Dallas, Texas 75206) if I have medical conditions about which emergency medical personnel should be informed.

**I HAVE READ AND UNDERSTAND THE ABOVE RELEASE AND INDEMNIFICATION AGREEMENT.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed