THE OLD CITRUS ESTATE

THE STUDIO - GYM & WELLNESS SUITE

MEMBER WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK & FACILITY AGREEMENT

This Agreement is intended to inform members of the risks associated with use of The Studio and to establish the terms under which members may access and use the facility and its equipment, services, and wellness amenities.

1. VOLUNTARY PARTICIPATION & ASSUMPTION OF RISK

I understand that my participation in exercise, fitness, recovery, wellness, and related activities at The Studio is voluntary. I understand that these activities may involve inherent and other risks, including but not limited to slips, falls, strains, sprains, muscle or joint injuries, fainting, dizziness, dehydration, burns, cold exposure, heat-related illness, changes in blood pressure or heart rate, equipment malfunction, overexertion, aggravation of a pre-existing condition, and other serious injury or illness. I knowingly and voluntarily assume all risks, known and unknown, associated with my use of The Studio and its amenities, whether supervised or unsupervised, to the fullest extent permitted by law.

2. FITNESS EQUIPMENT & GENERAL EXERCISE

The Studio may include cardio equipment, strength-training equipment, free weights, exercise accessories, stretching or mobility equipment, and other fitness tools. I agree to use equipment only for its intended purpose, to follow posted instructions and staff guidance, and to discontinue use if I experience pain, dizziness, shortness of breath, weakness, or other concerning symptoms. I am responsible for choosing activities and resistance levels appropriate for my own ability and condition.

3. SAUNA

I understand that sauna use exposes the body to elevated heat and may create risks including dehydration, dizziness, fainting, overheating, burns, changes in blood pressure, and cardiovascular stress. I agree to follow posted time limits and safety instructions, remain adequately hydrated, and leave the sauna immediately if I feel unwell. I will not use the sauna while impaired by alcohol, recreational drugs, or any substance that may affect judgment or heat tolerance.

4. COLD PLUNGE

I understand that cold-water immersion can cause an immediate cold-shock response, rapid breathing, numbness, dizziness, changes in blood pressure or heart rate, loss of coordination, and other adverse reactions. I will enter and exit carefully, follow posted guidance, and discontinue use immediately if I experience distress, chest pain, severe shortness of breath, faintness, or other concerning symptoms.

5. RED-LIGHT THERAPY & WELLNESS AMENITIES

I understand that red-light therapy and other wellness amenities are provided for general wellness purposes and are not a substitute for medical diagnosis or treatment. I agree to follow all posted instructions, protective measures, time limits, and staff guidance. I understand that individual responses vary and that no health outcome is guaranteed.

6. MASSAGE TABLE & BODYWORK AREA

If a massage table or bodywork area is made available, I understand that the table is equipment only unless a separate professional service is expressly provided. I will use it safely and only as intended. Any massage, assisted stretching, bodywork, or similar service provided by an independent practitioner may be subject to additional consent forms, policies, or waivers.

7. CLASSES, YOGA & PERSONAL TRAINING

Participation in yoga, fitness classes, group instruction, or personal training may involve physical exertion, balance challenges, stretching, repetitive movement, and use of equipment. I agree to work within my abilities, communicate relevant limitations to the instructor or trainer, and stop any movement that causes pain or unusual symptoms. Instruction does not eliminate the inherent risks of physical activity.

8. MEDICAL FITNESS & PERSONAL RESPONSIBILITY

I represent that I am physically able to participate in the activities I choose to undertake. I understand that The Old Citrus Estate and its staff are not responsible for evaluating my medical fitness. I am responsible for consulting an appropriate healthcare professional before participating if I have concerns about pregnancy, cardiovascular conditions, blood-pressure issues, seizure disorders, recent surgery, injury, illness, medication effects, heat or cold intolerance, or any other condition that could affect safe participation.

9. UNSUPERVISED USE

I understand that The Studio may be used without continuous staff supervision. I accept responsibility for my own safety while using the facility, including proper setup and use of equipment, monitoring my exertion, and responding appropriately to signs of illness or injury. I will not use equipment or amenities that I do not understand how to operate safely.

10. FACILITY RULES & CONDUCT

I agree to comply with all posted rules, reservation requirements, membership terms, sanitation procedures, capacity limits, dress requirements, equipment instructions, and reasonable directions from The Old Citrus Estate staff. I will treat the facility, property, animals, equipment, staff, members, and guests respectfully. Unsafe, disruptive, abusive, or unauthorized conduct may result in suspension or termination of access.

11. ACCESS, GUESTS & MINORS

Access is limited to authorized members and approved guests in accordance with membership terms and facility rules. I will not share access credentials or allow unauthorized entry. If minors are permitted in any portion of The Studio, they must comply with all posted age restrictions and supervision requirements. A parent or legal guardian is responsible for the conduct and safety of any minor under that person's supervision.

12. PERSONAL PROPERTY

I am responsible for my own personal belongings. To the fullest extent permitted by law, The Old Citrus Estate is not responsible for lost, stolen, misplaced, or damaged personal property brought into or left at The Studio or elsewhere on the property.

13. EMERGENCY MEDICAL ASSISTANCE

If I become injured or ill while at The Studio and emergency assistance is reasonably believed necessary, I authorize staff or others to contact emergency medical services and to provide reasonable first-response assistance until professional help arrives. I understand that I am responsible for any costs associated with emergency transport, evaluation, or treatment.

14. RELEASE, WAIVER & COVENANT NOT TO SUE

In consideration for being permitted to enter and use The Studio, I, for myself and for my heirs, personal representatives, successors, and assigns, release and discharge The Old Citrus Estate and its owners, officers, members, managers, employees, agents, contractors, instructors, trainers, volunteers, affiliates, successors, and property owners (collectively, the “Released Parties”) from claims, demands, causes of action, damages, losses, or liabilities arising out of or related to my participation in or use of The Studio, including claims arising from ordinary negligence of the Released Parties, to the extent such claims may lawfully be waived under Florida law. This release does not apply to conduct that cannot legally be waived.

15. INDEMNIFICATION

To the fullest extent permitted by law, I agree to indemnify and hold harmless the Released Parties from claims, losses, damages, liabilities, or expenses arising from my violation of this Agreement, my misuse of the facility or equipment, or the acts of any guest or minor for whom I am responsible.

16. SEVERABILITY & GOVERNING LAW

If any provision of this Agreement is found unenforceable, the remaining provisions will remain in full force to the extent permitted by law. This Agreement will be interpreted under the laws of the State of Florida.

17. ACKNOWLEDGMENT

I HAVE READ THIS AGREEMENT CAREFULLY. I UNDERSTAND THAT IT INCLUDES AN ASSUMPTION OF RISK AND A RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING, I MAY BE GIVING UP CERTAIN LEGAL RIGHTS. I SIGN THIS AGREEMENT KNOWINGLY, VOLUNTARILY, AND WITHOUT COERCION.

SIGNATURE & ACKNOWLEDGMENT

THE OLD CITRUS ESTATE - THE STUDIO

By signing below, I confirm that I have had the opportunity to read this Agreement in full, ask questions, and obtain clarification before signing. I understand and accept the terms of this Agreement.

Member Printed Name _____

Member Signature _____

Date _____

THE OLD CITRUS ESTATE REPRESENTATIVE

Representative Name _____

Representative Signature _____

Date _____

Optional emergency contact: _____ Phone: _____

For business use, this document should be reviewed by a qualified Florida attorney to ensure it fits the property's current operations, membership structure, and insurance requirements.