

EXHIBIT A
Westbriar Condominium Unit Owners Association and
Westbriar Plaza Condominium Unit Owners Association

Exercise Room and Spa Use Agreement and Waiver of Liability

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| Name (print) _____ |
| Address _____ |
| City/State/Zip Code _____ |
| Phone number (home/work) _____ |
| Email _____ |
| Are you 18 years or older? _____ Yes _____ No |
| Emergency Contact and Phone Number _____ |

1. I hereby represent and warrant that (i) I have read the Westbriar Plaza Association/Westbriar Condominium Association (the “Association”) Rules and Regulation for Use of the Clubhouse Exercise Room and Spa (“Rules”); (ii) I shall comply with the Rules; (iii) I am familiar with the safe and proper use of the exercise equipment in the Association’s Exercise Facility and Spa (“Exercise Facility/Spa”); (iv) I will use all of the exercise equipment properly; (v) I am responsible for my personal conduct in the Exercise Facility/Spa and (vi) that I, if a I am member of the Association/Tenant, am responsible and liable for the conduct of the members of my household and guests when they are in the Exercise Facility/Spa.

2. I acknowledge and agree that (i) the use of equipment and facilities in the Exercise Facility/Spa shall be unsupervised; (ii) the Association recommends that I consult with my physician and/or health care providers before starting an exercise program, using the equipment and facilities in the Exercise Facility/Spa and participating in any classes or activities in the Exercise Facility/Spa; (iii) the improper use of equipment and facilities, which includes, without limitation, my use of the equipment and my participation in any activity, class, program, personal training, or other instruction now or in the future made available, can lead to injury, illness and/or death; and (iv) I am voluntarily using the Exercise Facility/Spa at my own risk and assume all risk associated with the use of the Exercise Facility/Spa.

3. To the fullest extent under Virginia law, I hereby release and forever discharge the Association, its directors, officers, employees, members, residents and agents for any claims, liabilities, injuries, damages to my person, direct or indirect, including but not limited to costs and attorney's fees, arising from, caused by, or the result of my use of the Exercise Facility/Spa including any first aid, emergency treatment or any other services which may be rendered or failed to be rendered by released parties, emergency personnel or good Samaritans.
4. To the fullest extent under Virginia law, I acknowledge and agree that the Association is not responsible for any claims, liabilities or damage to or loss of any personal property for any reason whatsoever (including theft), direct or indirect, arising from or relating to my use of the Exercise Facility/Spa and I hereby release and forever discharge the Association, its directors, officers, employees, members, residents and agents for any claims, liabilities, injuries, damages to or for any personal property including loss or theft of personal property.
5. I further agree that I am responsible and liable for any and all claims, liabilities, injuries, damages to persons or property, direct or indirect, including but not limited to costs or attorneys' fees, arising from, or as a result of my misuse, abuse, intentional or negligent use of the equipment and participation of activities in the Exercise Facility/Spa. I hereby agree to indemnify and hold harmless the Association, its directors, officers, employees, members, residents and agents for any such claims and/or liabilities, injuries, damages to persons or property, including but not limited to, costs and attorneys' fees.
6. This agreement is binding upon my heirs, beneficiaries, and successors-in-interest.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS USE WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

Signature: _____

Printed Name: _____

Date: _____

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

1. I, parent and/or legal guardian of the above named minor person ("Child"), acknowledge and agree that I read Agreement, have reviewed the Rules and this Agreement with the Child, and agree that the Child shall be bound by and comply with the terms of this Agreement.

2. I further agree to indemnify and hold harmless the Westbriar Condominium Unit Owners Association and the Westbriar Plaza Condominium Unit Owners Association, and hereby release and forever discharge, to the fullest extent permissible under Virginia law, the Association, its directors, officers, employees, members, residents and agents for any claims, liabilities, injuries, damages to the Child, direct or indirect, including but not limited to costs and attorney's fees, arising from, caused by, or the result of the Child's use of the Exercise Facility/Spa including any first aid, emergency treatment or any other services, which may be rendered or failed to be rendered by released parties, emergency personnel or good Samaritans.

3. I further agree that I am responsible and liable for any and all claims, liabilities, injuries, damages to persons or property, direct or indirect, including but not limited to costs or attorneys' fees, arising from, or as a result of the Child's misuse, abuse, intentional or negligent use of the equipment and participation of activities in the Exercise Facility/Spa. I hereby agree to indemnify and hold harmless the Association, its directors, officers, employees, members, residents and agents for any such claims and/or liabilities, injuries, damages to persons or property, including but not limited to, costs and attorneys' fees.

Parent/Guardian Signature: _____

Print Name of Parent/Guardian: _____

Print Name and Age of Minor: _____

Date: _____

Witness Signature: _____

Printed Name: _____

Date: _____

MANAGEMENT OFFICE RECORDS

Date Received: _____

ACM Representative: _____