



# BENTLEY HOUSE

## Facility Users Informed Consent, Release and Waiver Agreement

Thank you for using The Bentley House Facilities and Amenities. 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, \_\_\_\_\_, a **Facility User** of the Bentley House community, declare that I intend to use some or all of the facilities offered by owner of The Bentley House including, but not limited to, the Billiards/Game Room, Gym and Fitness Room, Steam Room(s), Theater Room, Roof Top Patio, and Boardroom and to participate in events sponsored from time to time by owner or management. 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 the activity and/or program. I acknowledge that my choice to participate in any activity or programs bring 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 and/or programs 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 abide by the rules and regulations of The Bentley House Community and the Facilities and Amenities whenever I participate in these activities. I agree to immediately inform a representative of the event or management, and stop participation 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 requesting to stop and rest by any event representative or employee who observes any symptoms of stress or abnormal response, and I agree to comply with such directions.
5. I understand that I am responsible for obtaining the appropriate insurance coverage when participating in the activities and that the owner/management will not provide 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 an of 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 doctors approval before participating in the activities, especially any exercise, aerobics, or fitness activities. I also acknowledge that I have been strongly advised to obtain a yearly or more frequent physical examinations and to review with my doctor the activities that are best suited for me. I understand that my decision to participate in the activities is voluntary. The Bentley House owner and management does not have resources to review, and is not responsible for reviewing my decision to participate in the activities. I acknowledge that I have either have had a physical examination and been given my physicians approval to participate in the activities, or I have elected to participate in the activities without 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. I agree to release, defend and hold harmless The Bentley House, owner and management and all of its subsidiary corporations including, but not limited to, The Statesman Group of Companies, and all its employees and agents from any responsibilities, liabilities, damages, or claims related to my participation in the activities.

**I declare that the terms of this informed Consent Agreement have been completely read and are fully understood by me, and that it 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.**

OWNER     TENANT     GUEST

\_\_\_\_\_  
**Signature of Facility User**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Building #**

\_\_\_\_\_  
**Unit #**

\_\_\_\_\_  
**Resident Home Phone**

\_\_\_\_\_  
**Resident Email Address**

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

**Contact name:** \_\_\_\_\_ **Phone number(s):** \_\_\_\_\_

**Contact Relationship to Guest:** \_\_\_\_\_