

**STEEPLECHASE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

**CLUBHOUSE TANNING DEVICES  
RELEASE AND INFORMED CONSENT FORM**

**PLEASE READ THE FOLLOWING INFORMATION AND ACKNOWLEDGE THAT YOU UNDERSTAND AND ACCEPT ALL PROVISIONS BY SIGNING BELOW.**

1. Instructions.

- A. A person who uses the tanning devices in the Steeplechase Subdivision Homeowners Association, Inc. ("Steeplechase HOA") Clubhouse must use eye protection.
- B. If eye protection is not worn, use of the tanning devices may cause damage to the eyes.
- C. Overexposure to the ultraviolet radiation produced by the tanning devices may cause burns. A painful blistering sunburn prior to the age of eighteen can significantly increase the risk of skin cancer / melanoma.
- D. Repeated exposure to the ultraviolet radiation produced by the tanning devices may cause premature aging of the skin, skin thickening, and skin cancer.
- E. Abnormal and/or increased skin sensitivity to ultraviolet radiation or burning may be caused by certain foods, cosmetics, lotions, medications or other products, including but not limited to the following: Tranquilizers, Diuretics, Antibiotics, High blood pressure medication, Birth control medication, or Other photosensitizing agents
- F. An individual who is taking a prescription drug or over-the-counter drug should consult a physician before using a tanning device.
- G. A person who is less than (18) years of age may not use the tanning devices in the Steeplechase HOA Clubhouse.
- H. Different skin types respond differently to tanning.
- I. Tanning may be inadvisable during pregnancy and for persons with photosensitizing disease, melanoma or other skin cancers. Tanning may cause possible activation of some viral conditions (cold sores) etc.
- J. Tanning more than one time in a 24 hour period is not recommended.

I agree that I will comply with all instructions stated above on the use of the tanning devices at the Steeplechase HOA Clubhouse. I further recognize that the foregoing instructions are general in nature and are not an exhaustive list of instructions and risks associated with the use of the tanning devices. In the event that I am the parent or legal guardian any child or children under the age of 18, I further agree that I shall prevent such child or children from using the tanning devices. In the event I breach this agreement, I, personally, and as parent or legal guardian, hereby release Steeplechase HOA of all claims, as set forth in more detail in Section 4 below.

- 2. Voluntary Use. I acknowledge that I am voluntarily using the tanning devices at the Steeplechase HOA Clubhouse at my own risk and without any supervision or assistance from Steeplechase HOA. I FURTHER ACKNOWLEDGE THAT Steeplechase HOA is a non-profit corporation and is not in the business of operating tanning devices. Instead, Steeplechase HOA is merely providing the tanning devices for the homeowners' use at the request of the homeowners.
- 3. Assumption of Risk. I AM AWARE THAT USE OF THE TANNING DEVICES AT THE CLUBHOUSE MAY BE HAZARDOUS TO MY HEALTH. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED, HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, ILLNESS, DISEASE OR DEATH.

4. Release. As consideration for being permitted by Steeplechase HOA to use the tanning devices and the Clubhouse, I hereby agree that I, my assignees, heirs, children, distributees, guardians, and legal representatives will not make any claims against, sue, or attach the property of the Steeplechase Subdivision Homeowners' Association, Inc. or its officers, directors, agents, employees, homeowners and contractors on account of any injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, officer, director or contractor of Steeplechase HOA as a result of my use or my child or children's use of the tanning devices or the Clubhouse. I hereby release and hold harmless Steeplechase HOA, its officers, directors, agents, employees, homeowners and contractors from all actions, claims, or demands that I, my assignees, heirs, children, distributees, guardians, and legal representatives now have or may hereafter have for any injury (including but not limited to bodily injury, illness, disease, cancer or death) or damage resulting from my use or my child's use of the tanning devices at the Steeplechase HOA Clubhouse. In addition, they are not liable for the loss or theft of any personal property.
5. Knowing and Voluntary Execution. I HAVE CAREFULLY READ THIS RELEASE AND INFORMED CONSENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND STEEPLCHASE HOA AND SIGN IT OF MY OWN FREE WILL. I FURTHER REPRESENT THAT I AM NOT AWARE OF ANY MEDICAL CONDITION OR OTHER REASON THAT WOULD PROHIBIT ME FROM USING THE TANNING DEVICES.

**This form must be signed in the presence of an HOA member or HOA representative as a Witness:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Witness Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_

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**OPT OUT**  
**ACKNOWLEDGMENT AND WAIVER**

I have received, read and understand the Clubhouse Tanning Devices Release and Informed Consent Form ("Release"). Our household has declined to use the tanning devices. I hereby represent that no one at my household will use the tanning devices at any time. In the event that I, or any of my children, use the tanning devices in violation of this Opt Out, Acknowledgement and Waiver, I agree to be bound by all of the terms and conditions set forth in the Release.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Witness Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_