

**Whole Life Fitness, L. L. C.**

**General Release Form – Members and Member’s Club Invitees**

THIS GENERAL RELEASE IS MADE AND EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the benefit of ST. JOE RESORT OPERATIONS, LLC, a Florida limited liability company (“St. Joe”) and its respective subsidiaries, shareholders, affiliates, partners, officers, directors, servants, agents, designees, employees, independent contractors, legal representatives, predecessors, successors, heirs and assigns, as presently or hereafter composed (St. Joe and all of the foregoing are hereinafter referred to collectively as the “RELEASED PARTIES”), by \_\_\_\_\_, individually, (Member, Member’s Club Invitee, or legal guardian of Member or Member’s Club Invitee) (“RELEASOR”), and is intended to extinguish all obligations of the RELEASED PARTIES as hereinafter provided.

In consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which is hereby acknowledged, RELEASOR does hereby forever discharge and fully release the RELEASED PARTIES, from all manner of action and actions, cause and causes of action, claims, liabilities, suits, debts, dues, sums of money, accounts, indemnities, guarantees, contributions, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, damages, injuries, death, judgments, executions, claims, expenses, attorneys’ fees, compensation and all other damages now accrued or hereafter to accrue, including, without limitation, those accrued or hereafter to accrue, on account of, or in any way concerning, relating to, arising out of, or in any manner connected with coaching and/or instructional swim classes or group fitness classes taught by any instructor of Whole Life Fitness, LLC or any actions in connection therewith, at Watersound Origins or any facility owned or operated by RELEASED PARTIES.

It is further agreed that RELEASOR shall indemnify and hold harmless the RELEASED PARTIES and its Affiliates, or its Assigns, from any and all claims or causes of action for damages, contribution or indemnification that might be made or brought against all or any of them as a result of any claim that the RELEASOR may in any manner pursue against any other individual or entity alleged to be liable in any way for the damages allegedly sustained by RELEASOR as a result of any matters released hereby.

RELEASOR hereby acknowledges final and complete settlement and satisfaction of all claims of whatever kind, character or description, which RELEASOR may have against the RELEASED PARTIES regarding the foregoing. RELEASOR further acknowledges and represents that RELEASOR has had ample time and opportunity to review the following matters with independent legal counsel prior to signing this General Release, the consideration for this General Release; all claims RELEASOR may presently have or expect to have against any of the RELEASED PARTIES; the form of this General Release; the legal effect and ramifications of executing and delivering this General Release; all other matters and information deemed by RELEASOR to be necessary or material in RELEASOR’S decision to execute and deliver this General Release.

Nothing stated herein shall be deemed to be or construed as an admission by any party hereto of any liability or obligation of one party to another.

This General Release shall be governed and construed in accordance with the laws of the State of Florida for contracts to be performed in Florida. In the event that any term or provision of this General Release is determined by an appropriate judicial authority to be illegal, invalid or otherwise unenforceable, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines and the remainder of this General Release shall be construed to be in full force and effect. This General Release may be recorded among the public records of the County and may be introduced into evidence at any proceeding in which RELEASOR'S or the RELEASED PARTIES' rights hereunder are questioned.

**IN WITNESS WHEREOF**, RELEASOR has hereunto set his/her hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSES:**

**RELEASOR:**

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

\_\_\_\_\_  
Signature of Member, Member's Club Invitee,  
or legal guardian of Member or Member's Club  
Invitee

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name Member, Member's Club Invitee,  
or legal guardian of Member or Member's Club  
Invitee

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

**Address:**

\_\_\_\_\_  
Printed Name of Witness

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