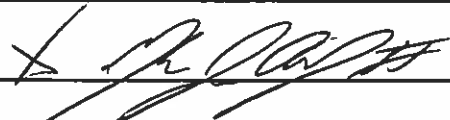


WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 14 day of April, 2014.

APPLICANT'S NAME:  Thomas J Aldridge III

APPLICANT'S SIGNATURE: 

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 5th day of January 2019.

APPLICANT'S NAME: Heather Batson

APPLICANT'S SIGNATURE: Heather Batson

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 1 day of Aug , 2014.

APPLICANT'S NAME: Aaron N. Bland

APPLICANT'S SIGNATURE: A.N. Bland

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 15th day of March, 2015

APPLICANT'S NAME: RONNIE BICKFORD

APPLICANT'S SIGNATURE: Ronnie Bickford

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 20th day of March, 2014.

APPLICANT'S NAME: Christine M. Caldwell

APPLICANT'S SIGNATURE: Christine M. Caldwell

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 28 day of March, 2014.

APPLICANT'S NAME: Robert Costa

APPLICANT'S SIGNATURE: [Signature]

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 8 day of Oct., 2014.

APPLICANT'S NAME: Billy Dodson

APPLICANT'S SIGNATURE: [Handwritten Signature]

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 23 day of October, 2018

APPLICANT'S NAME: AARON FOSTER

APPLICANT'S SIGNATURE: 

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 19th day of MARCH, 2014.

APPLICANT'S NAME: Jim Fattand

APPLICANT'S SIGNATURE: 

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 14 day of April, 2014.

APPLICANT'S NAME: - Kendrick O'Love

APPLICANT'S SIGNATURE: [Signature]

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 25 day of March, 2014.

APPLICANT'S NAME: Cathy Sue Guess

APPLICANT'S SIGNATURE: Cathy Sue Guess

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 1 day of April, 2014.

APPLICANT'S NAME: x J. PHIL HARRIS

APPLICANT'S SIGNATURE: J. Phil Harris

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 25 day of March, 2014.

APPLICANT'S NAME: _____

APPLICANT'S SIGNATURE: _____

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 19th day of March, 2014.

APPLICANT'S NAME: Shirley O. Hutchins

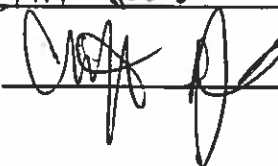
APPLICANT'S SIGNATURE: Shirley O. Hutchins

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 12th day of May, 2014.

APPLICANT'S NAME: Cliff Jusko

APPLICANT'S SIGNATURE: 

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 7 day of April, 2014.

APPLICANT'S NAME:

David Lytle

APPLICANT'S SIGNATURE:

[Handwritten Signature]

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.

5) IN WITNESS WHEREOFF, I have executed this covenant this 22 day of

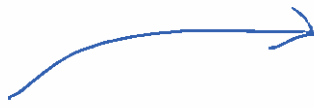
~~December~~, 2015

APPLICANT'S NAME: ~~_____~~ Kerry Lindsay

APPLICANT'S SIGNATURE: ~~_____~~ Kerry L.

3/19
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WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 5 day of May, 2014.

APPLICANT'S NAME: Alex Marquez

APPLICANT'S SIGNATURE: [Signature]

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 25th day of March, 2014.

APPLICANT'S NAME: Shawn Miller

APPLICANT'S SIGNATURE: Shawn Miller

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 20th day of March 2014.

APPLICANT'S NAME: Jill Murray

APPLICANT'S SIGNATURE: Jill Murray

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 5th day of January, 2019.

APPLICANT'S NAME: Crystal McCall

APPLICANT'S SIGNATURE: Crystal McCall

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 16 day of May, 2014.

APPLICANT'S NAME: Melanie McCall

APPLICANT'S SIGNATURE: Melanie McCall

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 21st day of March, 2014.

APPLICANT'S NAME: Robin Mann

APPLICANT'S SIGNATURE: Robin Mann

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 20 day of March, 2014.

APPLICANT'S NAME: V. Debbie McClary

APPLICANT'S SIGNATURE: V. Debbie McClary

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 7 day of April, 2014.

APPLICANT'S NAME: x Rick Noonan

APPLICANT'S SIGNATURE: x [Handwritten Signature]

1 minute 2 sec. 5/19
plank

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 5 day of MAY, 2014.

APPLICANT'S NAME: Linda Owen

APPLICANT'S SIGNATURE: Linda Owen

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 6th day of May, 2014.

APPLICANT'S NAME: Dasiree Perry

APPLICANT'S SIGNATURE: Dasiree Perry

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 24 day of March, 2014.

APPLICANT'S NAME: Jason S. Payne

APPLICANT'S SIGNATURE: 

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 1ST day of August 2014.

APPLICANT'S NAME: Janice H. Pinson

APPLICANT'S SIGNATURE: Janice H. Pinson

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 21 day of _____, 2014.

APPLICANT'S NAME: Keith Parker

APPLICANT'S SIGNATURE: Keith Parker

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 7 day of April, 2014.

APPLICANT'S NAME: Wesley Shuck

APPLICANT'S SIGNATURE: Wesley Shuck

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 1 day of

~~October 2018~~
JAN 2016

APPLICANT'S NAME: BRENT SORRELLS

APPLICANT'S SIGNATURE: *Brent Sorrells*

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.
- 5) IN WITNESS WHEREOFF, I have executed this covenant this 23 day of June, 2014.

APPLICANT'S NAME: Donna White

APPLICANT'S SIGNATURE: 

WAIVER

In consideration of the City of Brevard, North Carolina, allowing me to use the Fire Department Exercise Room and other city property for fitness training, I acknowledge and covenant as follows:

- 1) I will never institute any action or suit at law or in equity against the City of Brevard, nor institute, prosecute or in any aid in the institution or prosecution of any claim, demand, action, or cause of action damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or to result, known or unknown, past, present, or future, arising out of use of the City of Brevard facilities.
- 2) I understand that the consideration made hereunder is not to be construed as an admission of liability or duty on the part of the City of Brevard by whom liability or duty have been expressly denied.
- 3) This covenant shall inure to the benefit of the City of Brevard and all other persons who may become liable for any claim arising out of the use of the City of Brevard facilities by me. It shall bind me, my spouse, heirs, executors, administrators, assigns, guest and legal representatives.
- 4) I further represent to the City of Brevard that I have no limiting physical condition preventing me from engaging in any active or passive exercise offered me at the City of Brevard facilities. This representation is made knowing that the City of Brevard will rely upon same in allowing me to use the City of Brevard facilities.

5) IN WITNESS WHEREOFF, I have executed this covenant this 21ST day of August, ~~2014~~ 2015 (TW)

APPLICANT'S NAME: Tom Whitlock

APPLICANT'S SIGNATURE: Tom Whitlock