

Walden Athletic Club

“WORKOUT FACILITY RULES AND LIABILITY WAIVER”

Please carefully read and sign the waiver below. Anyone found not following these rules will be asked to turn their key card in to the Management office and will not be permitted in the workout facility.

1. Key cards will only be issued to those individuals who intend to use the workout equipment. In the event you misplace your key card, you will be charged a replacement fee of \$15.00. Residents are expected to return all their key cards upon move-out. Each key card will be coded with the residents name and address. This will enable us to verify usage of the facility.

REMEMBER: The workout facility is for Walden Neighborhood Association residents only, who are interested in fitness. DO NOT open the door to allow anyone into the facility. All residents must use their own key card for entry.

2. Please keep the facility clean; no food will be permitted, only plastic drinking containers are allowed.
3. NO PERSONS UNDER THE AGE OF 16 ARE PERMITTED AT ANY TIME. Any persons under 16 years of age must be accompanied by an adult resident.
4. No portable radios are allowed, unless using headphones.
5. Please wipe down the equipment after each use with the cleaning solution provided. If you are the last person to leave the facility, please make sure the television and lights are turned off.
6. Please operate the equipment in a safe manner. Residents will be responsible for the replacement or repair of any workout facility furnishing, fixture or equipment that is damaged as a result of abuse or misuse. Please report any damaged equipment to the Management Office.
7. Sneakers and appropriate workout clothing are required.
8. Walden Neighborhood Association, Inc. is not responsible for any personal property lost or damaged as a result of the use of the Walden Athletic Club.
9. These rules may be revised or additional rules established at any time. Walden Neighborhood Association reserves the right to refuse entry or deny workout facility privileges to anyone at its sole discretion.

NOTE: All persons using the workout facility do so at their own risk. Walden Neighborhood Association, Inc. Charter Homes at Walden Crossroads, Inc., and Charter Homes and Neighborhoods are not responsible for injuries or loss of personal property. I understand that my use of the Walden Athletic Club constitutes acceptance of these rules and waiver. I have read this document, understand its terms and conditions, understand that it is legally binding and intend to be bound thereby. _____ Initials

I, for myself, personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE AND UNDERSTAND THAT I EXERCISE AT MY OWN RISK.** I am aware that use of the Walden Athletic Club and participation in exercise activities therein involves substantial risk of bodily injury, including but not limited to: slips, trips, falls, sprains, bruises, strains, broken bones, concussion, permanent disability, heart attack, heat exhaustion, cramping, nausea, paralysis, and possibly death. I am voluntarily using The Walden Athletic Club Facilities with the knowledge of the dangers involved. I assume and accept any and all risks of injury or death, including those caused or contributed by the acts or omissions of

Walden Neighborhood Association, Inc. and Charter Homes at Crossroads Inc. and their officers, agents or employees, defects in the equipment, the negligence of others, and my own negligence or misuse.

2. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** Walden Neighborhood Association, Inc. Charter Homes at Walden Crossroads, Inc., and Charter Homes and Neighborhoods or any of their officers, employees, partners, or agents for injury or damage resulting from negligence or other acts, however caused, by any officer, employee, agent, partners, or contractor of the Walden Athletic Club and participation in physical exercise therein. On behalf of myself and my heirs, executors, guardians, and personal representatives, I hereby release and discharge Walden Neighborhood Association, Inc. Charter Homes at Walden Crossroads, Inc., and Charter Homes and Neighborhoods and its employees, independent contractors, partners, and agents, from all actions, claims, or demands that I, my heirs, executors, guardians, legal representatives, and assigns have or may hereafter have arising out of any injury or damage I may suffer or incur resulting from my use of the Walden Athletic Club.

3. **AGREE TO INDEMNIFY, SAVE, AND HOLD FOREVER HARMLESS** Walden Neighborhood Association, Inc., Charter Homes at Walden Crossroads, Inc., and Charter Homes and Neighborhoods their officers, partners, employees, and agents against any and all claims, suits, demands, liability, judgments, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and litigation costs) incurred by Walden Neighborhood Association, Inc., Charter Homes at Walden Crossroads, Inc., and Charter Homes and Neighborhoods, its partners, agents, or employees, or with which they may be threatened, and caused or brought by any person in any manner, arising out of my use of the Walden Athletic Club and my participation in physical exercise.

4. **MINORS** If I cause any minor person to be present at the Walden Athletic Club, I assume full responsibility for the health, safety, and welfare of such minor person and for his or her conduct and all releases and indemnification provisions hereof shall be applicable to all claims by or on behalf of such minor person or by myself as such minor person's parent or guardian.

I have read and understand this Release of Claims, Waiver of Liability, and Indemnity Agreement and am aware that by signing this Agreement, I am waiving certain legal rights, which I or my heirs, next of kin, executors, administrators, assigns, and representatives may have.

Resident Signature _____ Date _____ Key Card # _____

Resident Signature _____ Date _____ Key Card # _____

Resident Signature _____ Date _____ Key Card # _____

Address _____

Management Signature _____

Date _____