



**No. 1 Condominium Association of Paradise Harbour of North Palm Beach, Inc.
Paradise Harbour Association No. 2, Inc.**

100 & 105 Paradise Harbour Blvd.
North Palm Beach, FL 33408

EXERCISE ROOM WAIVER AND RULES & REGULATIONS AGREEMENT

To be completed by each applicant.

All users of the exercise room and equipment are required complete this form and abide by the Rules and Regulations stated within this agreement and signage posted in the exercise room. Please communicate with the property manager directly regarding questions or use.

Name _____

UNIT #

In consideration of my use of the exercise equipment and facilities provided by the Paradise Harbour Pool and Facilities, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Paradise Harbour Pool and Facilities and their governing associations and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me on or about the premises, or as a result of the use of the equipment or facilities, regardless if whether such injuries result, in whole or in part, from the negligence of the Paradise Harbour Pool and Facilities.

I have read and agree to abide by all of the rules and conditions set forth below and in the exercise room and thereby apply for membership and a key to the exercise room at the Paradise Harbour Pool and Facilities.

I further attest that I am over the age of 18 and have provided a copy of my driver's license proving my age and identity.

PART 1 – WAIVER AGREEMENT

By execution of this Agreement and by signing in the spaces provided, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me and I hereby fully and forever release and discharge the Paradise Harbour Pool and Facilities and their governing associations, it's insurers, employees, officers, directors, managers and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of said equipment and facilities.

I understand and agree to all of the following statements:

Users must agree to the following and agrees to follow all the rules associated with the use of this room.

- I agree to indemnify and hold the Paradise Harbour Pool and Facilities and their governing associations harmless against all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.
- I agree to be solely responsible for the safety and well-being of myself and I understand that the Paradise Harbour personnel, owners and their governing associations do not provide supervision, instruction, or assistance for the use of the facilities and equipment, with the exception of instructional wall posters and occasional equipment training, where attendance is suggested.
- I Agree to refrain from using any equipment in a manner inconsistent with its intended design and purpose.
- I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.
- I understand and agree that the Paradise Harbour Pool and Facilities and their governing associations, are not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.
- I understand and agree that the use of the facilities and equipment is only to be undertaken on personal time, and that the use of the facilities and equipment is not within the course or scope of their employment

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PART 2 – RULES & REGULATIONS AGREEMENT

- The hours of use of the exercise room are daily from 7:00 a.m. until 10:00 p.m.
- One key will be issued per unit. This key remains the exclusive property of the condominium associations and must be surrendered upon demand by the association board.
- Approved users will not give or lend their key to anyone, and they will not hold open the door for anyone.
- No one may enter the room without a legally obtained key from the association after agreeing to and signing a waiver agreement.
- Children under the age of 16 are not permitted to enter the room or use the equipment without adult supervision and may only use equipment if it is in accordance with the manufacturer's guidelines for age.
- A supervising adult must accompany children under the age of 18.
- Proof of age must be presented upon request.
- Owners who sell or vacate their unit, must return their key to the board of directors or will be responsible for the \$150 key replacement cost for a lost key. Should someone gain access with a lost key, that person will be considered trespassing and prosecuted under the criminal trespass laws.
- Upon ending or termination of a lease, sale of the unit and/or moving off the property, the key must be returned to the manager. If it is not returned, the owner of the rented unit, remaining occupant or purchaser of the unit will be held responsible for the \$150 key replacement cost.
- Improper use of the key, failure to turn in the key and all violations of these rules will result in a \$100 per day fine in accordance with Florida Statute 718.
- Duplicate key issuance will require signing a new waiver and agreement and paying replacement cost for a new key.

Users of the Exercise Room:

- Must enter through the back door by the pool and then enter the exercise room with their assigned key.
- Must bring a towel to use between yourself and any sitting equipment and/or if you perspire heavily on cardio equipment.
- Must close the door to the exercise room after entering and keep the door shut while inside.
- Use of fitness center is at your own risk. There is no instructor, supervisor or trainer on duty.
- Do not open the door for other people. They must use their own key.
- Turn out the lights in the exercise room when leaving. The bathroom lights are automatic. Fans will stop automatically. Do not attempt to turn them off.
- Do not interfere with surveillance cameras or equipment. This infraction could revoke your use privileges.
- The air conditioner is pre-set, automatic and the controls are not accessible.
- Any attempt to change the temperature will result in a fine or removal of privileges or both.
- The fans may be used for additional cooling in the room.
- Read all the instructional equipment posters displayed on the walls of the exercise room.
- Use your personal cell phone for emergency use. No telephones are available.
- Do not use your cell phone for any non-emergency use while in the exercise room. Leave the room to make or receive a call.
- Contact your physician before starting any exercise program and follow his/her and suggestions.
- Wear rubber soled athletic shoes and proper attire for the equipment you use.
- Do not wear loose-fitting clothes or jewelry that could become caught on the equipment.
- Do not wear loose-fitting clothes or jewelry that could become caught on the equipment.
- Do not use the equipment if you are taking any medication that says the medication may cause drowsiness or if you are not feeling well, feel drowsy or have impaired judgment.

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PART 2 – RULES & REGULATIONS AGREEMENT

(continued)

- Smoking is not permitted in the exercise room or anywhere in the recreation facility.
- No food or drink is allowed in the exercise room with the exception of a plastic water bottle with a tight-fitting cap.
- No alcohol.
- No chewing gum or chewing tobacco.
- No boom boxes or music is allowed without the use of headphones.
- The TV is for the enjoyment of all people in the room, and you must be respectful and select a mutually agreeable TV station.
- Read all the instructional equipment posters displayed on the walls of the exercise room and follow the instructions carefully.
- Do not use the piece of equipment unless you fully understand the instructions.
- Use the equipment for its intended purpose only.
- Return all weights to the rack after use.
- Do not drop or Bang free weights or machine weight stacks.
- Do not move or modify the equipment in any manner whatsoever.
- Do not combine pieces of equipment changing its intended use.
- Do not bring in any personal equipment to be used in conjunction with the provided equipment.
- Make sure the treadmill is turned off and the walking belt is not in motion before you step on or off it. You must verify the “off” position. This is a high injury item.
- Put an “out of order” sign (provided in the exercise room) if you feel any equipment is not functioning properly and notify your property manager.
- Wipe down all equipment after use with the wipes provided for this purpose.
- Put all trash in the trash containers.
- Take all personal items with you.
- Turn off the TV and leave the channel selector and it's designated space by the TV set.
- Complete the wall chart with information on the equipment you used.
- Make sure that the doors are locked when leaving.

I HAVE READ THE FOREGOING EXERCISE ROOM WAIVER AND RULES AND REGULATIONS AGREEMENTS AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Signature

Print Name

Date
