

WOODRIDGE LAKE PROPERTY OWNERS' ASSOCIATION, Inc.
FITNESS ROOM APPLICATION, AGREEMENT AND LIABILITY WAIVER

January 31, 2017

Please type or print neatly

The residents of Woodridge Lake listed below apply for membership and use of the facilities in the Fitness Room at the Clubhouse for the current year.

LOT NO. _____

NAME(S): _____

TELEPHONE: Cell: _____ Home: _____

This Agreement and Release is for the benefit of the Woodridge Lake Property Owners' Association, Inc., its Directors, officers, employees, and agents (collectively, the "Association").

In consideration for allowing the undersigned person(s) to use the space, equipment and other facilities located in the Clubhouse Fitness Room at 260 East Hyerdale Drive, Goshen, Connecticut, I/we make the below statements and promises.

No one may use the facilities without first registering, signing this Application, Agreement and Liability Waiver, and receiving a key or other method of gaining entrance to the room.

The applicants recognize that use of the Fitness Room is open only to qualified adult Association Members (see Rules below) and approved renters and that the right to use the Fitness Room is not transferable.

THE APPLICANT(S) AGREES NOT TO GIVE OR LEND THE KEY OR ANY OTHER METHODS THAT PROVIDE ENTRANCE TO THE FITNESS ROOM TO ANY PERSON OTHER THAN THE PERSON(S) LISTED BELOW.

The key fobs issued to the Lot owner (Member) will be coded to allow entrance into the Fitness Room.

I/WE ARE THE AUTHORIZED RESIDENTS OF THE LOT IDENTIFIED. I/WE HAVE READ THE RULES AND REGULATIONS BELOW WHICH ARE NOW IN EFFECT AND AGREE TO COMPLY WITH THESE RULES, WHICH MAY BE CHANGED FROM TIME TO TIME.

I/WE ARE AWARE THAT THE USE OF THE EQUIPMENT, FITNESS ROOM AND RELATED FACILITIES, INCLUDING BUT NOT LIMITED TO THE LOCKER ROOMS, SHOWERS, ENTRIES, ETC., INVOLVE CERTAIN RISKS OF INJURY AND I/WE EXPRESSLY ASSUME THE RISK AND RESPONSIBILITY FOR ANY AND ALL ACCIDENTS, INJURIES AND DAMAGES OF ANY KIND THAT I/WE OR OTHERS MAY SUSTAIN BY REASON OF MY/OUR PHYSICAL EXERCISE AND USE OF THE EQUIPMENT, FITNESS ROOM AND RELATED FACILITIES.

I/WE FURTHER AGREE AND ACKNOWLEDGE THAT THESE FACILITIES ARE NOT ATTENDED AT ANY TIME NOR MONITORED EXCEPT ON A SPORADIC BASIS, WHICH CANNOT BE RELIED UPON IN ANY MANNER IN THE EVENT OF AN EMERGENCY.

THE UNDERSIGNED HEREBY WAIVE(S) TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL CLAIMS WHICH I/WE MAY HAVE AGAINST THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES OR ANY ASSOCIATED PARTY, ARISING OUT OF MY/OUR USE OF THE FACILITIES, AND INJURIES SUSTAINED IN, OR NEAR THE FITNESS ROOM PREMISES. I/WE AGREE THAT MY/OUR HEIRS

AND LEGAL REPRESENTATIVES: (i) WILL NOT MAKE A CLAIM OR INITIATE SUIT AGAINST THE ASSOCIATION, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS FOR ANY INJURY OR DAMAGE RESULTING FROM MY/OUR USE, OR THE USE BY OTHER PERSONS, OF THE EQUIPMENT, FITNESS ROOM OR RELATED FACILITIES, AND (ii) WILL RELEASE AND DISCHARGE THE ASSOCIATION, ET. AL., FROM ALL CLAIMS OR DEMANDS ARISING FROM INJURY OR DAMAGE TO ME/US CAUSED BY MY/OUR USE OF THE FACILITIES.

I /WE HAVE NOT REQUESTED NOR RECEIVED ANY EXPRESS REPRESENTATIONS OR WARRANTIES AS TO THE USE OF THE EQUIPMENT AND THE ASSOCIATION DOES NOT MAKE AN IMPLIED REPRESENTATION OR WARRANTY WITH REGARDS TO FITNESS OR USE OF THE EQUIPMENT.

THE UNDERSIGNED REPRESENT(S) THAT I/WE ARE IN GOOD HEALTH AND HAS/HAVE NO CONDITION, ILLNESS OR COMMUNICABLE DISEASE THAT WOULD MAKE MY/OUR USE OF THE FITNESS ROOM HARMFUL TO MYSELF OR OTHERS. IF I/WE HAVE A DISABILITY OR ILLNESS, I/WE PROMISE TO CONSULT WITH A PHYSICIAN AND RECEIVE THE APPROVAL OF SAME BEFORE USING THE FITNESS ROOM, ITS EQUIPMENT AND RELATED FACILITIES.

RULES & REGULATIONS (May be amended from time to time; seek the most current version)

1. The Fitness Room is available exclusively to Woodridge Lake Clubhouse Members who have executed an application/agreement/waiver and received a method of entry. **Users must be 15 years or older; no guests are permitted unless registered at the office and only at times allowed by the rules in effect from time to time.**

2. The Fitness Room is available 7 days a week from 5:00 am to 10:00 pm, subject to such temporary closings as the Board or management may deem necessary from time to time.

3. USE OF EQUIPMENT IS AT MEMBER'S OWN RISK; USE IT WITH CARE!

4. You must remove outdoor footwear before entering the Fitness Room for the protection of the flooring and equipment. A convenient area for changing footwear has been provided outside the Fitness Room entry.

5. The TV's in the Fitness Room are set on silent mode with closed captioning for the convenience of all. They are not to be tampered with. There are smart phone apps available (such as Tunity) that you can use with earphones only.

6. Please **wipe perspiration** from exercise equipment and mats after use. Return weights to their proper places.

7. No outside stereos may be used in the Fitness Room except with headphones.

8. **No food or drink** other than water is allowed (a water cooler is provided). No chewing gum allowed.

9. When other Members are waiting for equipment, there is a **20 minute time limit** on each machine.

10. Please be considerate of others and follow basic rules of workout etiquette.

11. No Smoking.

12. Do not use the Fitness Room if you are sick.

13. You are responsible for your own belongings.

14. No Pets.

15. No practice of martial arts or "contact sports".

16. **Appropriate dress** is required. (Men: T-shirts, shorts, sweats or warm ups and sneakers. Women: Leotards or t-shirts, tights, shorts, sweats or warm ups and sneakers/exercise shoes.)

17. Outside trainers are permitted inside the Fitness Room to work with a Member provided they have filed a properly executed waiver and release and have signed in with the office.

18. All persons using the facility are responsible for returning the equipment to the proper location and cleaning up after themselves as the room will be unattended. No personal belongings should be left overnight.

19. No one may use or bring personal exercise equipment into the Exercise Room.

20. **YOU ARE STRONGLY URGED TO USE A BUDDY SYSTEM. BARBELLS, IF PROVIDED, SHOULD NOT BE USED WITHOUT A SPOTTER.**

Membership may be revoked by demonstrated disregard of the rules or generally undesirable behavior to be determined at the sole discretion of the Board or management.

I/WE HAVE CAREFULLY READ THIS APPLICATION, AGREEMENT AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I/WE ARE AWARE THAT THIS AGREEMENT AND RELEASE WILL BE BINDING UPON ME/US AND SIGN IT OF MY/OUR OWN FREE WILL.

Signatures of all occupants of the Lot who will be using the Fitness Room are required below:

1.	_____	_____
	Signature	Print Name
2.	_____	_____
	Signature	Print Name
3.	_____	_____
	Signature	Print Name
4.	_____	_____
	Signature	Print Name

IF MINOR (UNDER 18), SIGNATURE OF PARENT/GUARDIAN AND MINOR REQUIRED BELOW:

1.	_____	_____
	Signature	Print Name
2.	_____	_____
	Signature	Print Name

Date: _____