

Place One Condominium

Policy Statement

Date: November 1, 2015
Policy Statement: 15-11 (Replaces 10-11)
Subject: Fitness Center

I. Introduction

This policy establishes the conditions and terms of use of the Fitness Center, including the need for users to sign a Liability Waiver, and comply with rules in this policy and those posted in the Center. The facility is open from 5:00 AM to 11:00 PM daily.

II. Conditions of Use

Fitness Center use is for Place One residents and their guests consistent with the following eligibility requirements:

- A. Liability.** Use of the Fitness Center is permitted only at the risk and liability of the user. Each resident user age 18 and over must sign a Liability Waiver and ensure compliance with its contents. Waiver forms are included in the New Resident Packet, at <http://placeonecondo.net/our-forms> or the Front Desk. Residents assume liability for their "guests" and other "authorized users" including children under age 18. Access to the Fitness Center is conditioned on signing the waiver.
- B. Age Restrictions.** Children under age 18 must be accompanied by an adult at all times and children under age 12 may not use the equipment.

III. Terms of Use

Fitness Center users must observe any posted rules or special instructions, along with the following:

- A. Equipment.** Users must take proper care of equipment including following specifically posted instructions for use. Users should promptly report equipment failure to the Front Desk.

- B. Hygiene.** Users must wipe down equipment after use. Disinfectant wipes are provided in the Center. Users should promptly report the lack of wipes to the Front Desk.
- C. Time Limits.** Use of treadmills, elliptical, bicycles and other cardio equipment is limited to 30 minutes when others are waiting. Users of strength equipment should allow other users to "work in" by sharing equipment between sets.
- D. Etiquette.** Users are expected to be courteous to others. Television programming selection is first come, first served; however, users are expected to show courtesy to others including maintaining a reasonable volume level. Personal audio/video devices may only be used with headphones.
- E. Attire.** Users must wear attire and shoes appropriate for the safe use of equipment. Flip Flops and open sandals are not permitted.
- F. Other.** Water in non-breakable containers is permitted. Glass items, food and other beverages are not permitted in the Center. Pets are also not allowed.

IV. Policy Compliance.

Owners who are residents or have tenants who fail to comply with this policy are subject to fines and/or unit use suspension consistent with Place One *Policy Statement on Complaints and Policy Violations*.



John M. Trembler, President
Board of Directors

**PLACE ONE CONDOMINIUM FITNESS CENTER
Use Agreement & Waiver Form**

As a condition of utilizing the Fitness Center, I/we, the undersigned resident(s) of Place One Condominium agree that we do so at our own risk and expense, and that we hereby expressly release, waive, and hold harmless, the Place One Council of Co-Owners, its Board of Directors and its members (collectively referred to hereinafter as "Council") from and against any and all liability or claims resulting from injuries (including death) to me/us, or any of our guests, or authorized users, sustained while in or utilizing the Council's Fitness Center, regardless of the injury's cause. Except to the extent covered by insurance, I/we further expressly agree, on behalf of myself, my heirs, successors, and assigns, to fully indemnify and reimburse the Council for any and all costs and expenses incurred by the Council as a result of any injury sustained or caused by my/us or any of our guests, or other authorized users arising out of our use of the Council's Fitness Center, regardless of the injury's cause.

I/we further recognize that I/we are solely responsible for any determination of my/our physical condition and state of health, or that of my guests, relative to the appropriateness of my/our use of the Fitness Center. I/we also understand that prior to undertaking any exercise program; it is recommended that a physician be consulted in order to fully understand the risks that are involved. I/we hereby represent that I/we carry my/our own health insurance or am a member of a Health Maintenance Organization (HMO) and that I/we agree that I/we will make any and all claims which may arise as a result of my use of the Fitness Center in the case of or in the event of injury to me against said insurance or HMO. My/our insurance policy and /or HMO coverage in effect at the time of the incident will be considered my primary insurance or primary coverage.

Furthermore, I/we agree to utilize all equipment in a safe and proper manner, and abide by all Fitness Center Policy Statements, including any future modifications, rules, and regulations posted in the facility, or as otherwise determined by the Board of Directors. Additionally and as more fully stated in the Master Deed, I/we understand that I/we are fully responsible for any damage to the facility or its contents as a result of my/our behavior.

Resident Signature(s):

Unit Number _____ **Date** _____

Acknowledged by:

(Place One Representative)

