

Autumn Glen Homeowners Association
Fitness Center Rules

A list of rules is presented below so that the Fitness Center will remain neat, clean, safe and ready for use at all times. Autumn Glen Homeowners Association (AGHOA) may change/modify any part of the rules at any time.

There is absolutely no smoking or chewing tobacco in the Fitness Center. No food or beverages (other than water in a container with lid) are allowed in the Fitness Center.

Use of the Fitness Center is limited to the exclusive use of Autumn Glen members who may delegate his/her right of use of the Fitness Center to the members of his/her family, tenant, or contract purchasers who reside on the property. The AGHOA will not be responsible for unauthorized use of the equipment or the Fitness Center.

All users are required to sign the Agreement and Release of Liability, and follow all Fitness Center Rules. The Agreement and Release of Liability must be placed in the mail slot in the office door inside the Stone Hall Club House, which is located at 115 Bayberry Court, or they may be mailed to: Autumn Glen Homeowners Association, 115 Bayberry Court, Stephens City, VA 22655. The Release of Liability will be kept on file in the AGHOA office.

Users must wear sport type shoes at all times in the Fitness Center (no steel toe/work boots or dress shoes). Appropriate clothing for the activity selected is required.

If audio equipment is used, it must be used at a level that will not disturb other members in the center.

Usage of equipment is based on a first come – first serve basis. Please limit your use of a piece of equipment to 20 minutes when other users are waiting.

No one at any time is to use the equipment in such a manner that is dangerous to them, other users, or equipment.

You must clean up after yourself. This will help keep the center healthy and sanitary. No personal items (such as clothing) are to be left in the Fitness Center.

Any equipment malfunctions, failures or vandalism must be immediately reported to the President or Vice President of the Autumn Glen Homeowners Association who will place an “Out of Order” sign on the particular machine(s).

It is encouraged that you be accompanied by at least another adult. Exercise at your own risk and use the buddy system when exercising. If you have a cell phone, you are urged to have it with you.

All accidents and injuries must be reported to the President or Vice President of the Autumn Glen Homeowners Association.

All electrical exercise equipment must be unplugged after use.

Accessories for any of the equipment must not be taken out of the fitness room.

I acknowledge that I have read and understand the rules of the Autumn Glen Homeowners Association Fitness Center. I agree to abide by these rules and understand that failure to do so could result in the suspension of my privileges.

Signature

Date

Print Name

Address

**Autumn Glen Homeowners Association Fitness Center
Agreement and Release of Liability**

1. In consideration of being allowed to participate in the activities and programs at Autumn Glen Homeowners Association's Fitness Center (including, without limitations, the use of any equipment or the use of said facilities) and to use its facilities, equipment, and the machinery, I do hereby waive, release and forever discharge Autumn Glen Homeowners Association and its agents, officers, directors, successors, insurance carriers, and assigns from and against, any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs, and expenses, including reasonable attorney's fees, of whatsoever kind and nature resulting from my participation in any activities or my use of equipment or machinery at Autumn Glen Homeowners Association's Fitness Center. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of Autumn Glen Homeowners Association's Fitness Center.

(Please initial _____)

2. I understand and am aware that strength, feasibility, and aerobic exercise, including the use of equipment, are a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

(Please initial _____)

3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs at Autumn Glen Homeowners Association's Fitness Center. I do hereby acknowledge that it has been recommended that I have a physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment no less frequently than annually, so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given any physician's permission to participate, or that I have decided to participate in activity and/or use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

(Please initial _____)

4. I understand and acknowledge the Fitness Center is limited to the exclusive use of Autumn Glen members who may delegate his/her right of use of the Fitness Center to the members of his/her family, tenant, or contract purchasers who reside on the property who have signed a copy of this Release of Liability Agreement and the Fitness Center Rules, and have returned them to the Autumn Glen Homeowners Association. The Autumn Glen Homeowners Association will not be responsible for unauthorized use of the equipment or the Fitness Center.

(Please initial _____)

DATE _____

SIGNATURE _____

PRINT NAME _____

ADDRESS _____