

**3616 HENRY HUDSON PARKWAY OWNERS CORP.
THE ALGIERS EXERCISE AND FITNESS ROOM WAIVER AND RELEASE FORM**

This waiver and release is for the benefit of 3616 Henry Hudson Parkway Owners Corp., its directors, officers, shareholders, employees, managing agents and other agents, and their successors (collectively, the “**Cooperative**”).

In consideration for allowing the undersigned resident and any minor(s) to use the Exercise and Fitness Room (**the Room**) and the exercise equipment (**the Equipment**) located in The Room, I UNDERSTAND AND AGREE THAT:

- 1) I am aware the use of the Equipment involves certain risks or injury or illness, and I expressly use the Room entirely at my own risk, assume all risk, and hold the 3616 Henry Hudson Corporation (“Owner”) Cooperative harmless for my activities, illness, accidents or injuries of any kind.
- 2) This facility is **NOT** manned, nor supervised at any time. I will not use the Room and the Equipment in violation of the Exercise and Fitness Room Rules, as may be adopted or modified by the Cooperative from time to time. I understand that my privileges to use the Room and Equipment may be revoked if I violate this agreement.
- 3) I understand that physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I further acknowledge and understand that it is my responsibility to consult with a physician prior to and regarding use of the Room by me and any minor(s) and represent and warrant I (we) are physically fit and have no medical condition that would prevent use of the Room. I have obtained any medical release needed to use the exercise equipment and/or start an exercise routine.
- 4) I represent that I am fully familiar with the use of the equipment, and I will not use any equipment, which in my opinion, is not in proper condition. It is my responsibility to become familiar with the equipment before attempting to use it.
- 5) I voluntarily use these facilities and premises and assume all risks of injury, illness, or death.
- 6) The Cooperative is not responsible for any loss of any personal property.
- 7) This Waiver and Release of liability includes, without limitation, all injuries that may occur as the result of all amenities and equipment in the facility, my participation in any activity personal training or the sudden unforeseen malfunctioning of any equipment.
- 8) I have fully read this Waiver and Release and fully understand that it is a release of liability. I agree to release and discharge the Cooperative and all affiliates, employees, agents, representatives’ successors or assign from any and all claims or causes of action, and I voluntarily give up or waive any rights that I may otherwise have to bring legal action against the Cooperative for personal injury or property damage, on behalf of the undersigned and any minor(s).
- 9) To the extent that the statute or case law does not prohibit release for negligence, this release is also for the negligence on the part of the Cooperative, its agents and employees.

10) If any portion of this Release from Liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this Release from Liability shall remain in full force and effect and offending provision or provisions severed here from.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS WAIVER AND RELEASE WILL BE BINDING UPON ME AND ANY MINOR CHILD, AND I SIGN IT OF MY OWN FREE WILL.

MEMBER'S FULL NAME (PRINT) _____

MEMBER'S SIGNATURE _____

PARENT'S SIGNATURE IF SIGNING FOR A CHILD 16-18 YEARS OLD _____

CHILD'S DATE OF BIRTH _____

APARTMENT NUMBER _____

DATE SIGNED _____

ALGIERS FITNESS AND EXERCISE CENTER
MEMBERSHIP APPLICATION

I (we) acknowledge the I (we) have received, read and agree to abide by the rules governing the ALGIERS FITNESS AND EXERCISE CENTER and I (we each) hereby apply for a 12-month membership which will be billed to me monthly.

PRINT FULL FIRST AND LAST NAME

Apt. No.

Signature_____

First membership @ \$225.00

PRINT FULL FIRST AND LAST NAME

Apt. No.

Signature_____

Additional membership @ \$175.00

PRINT FULL FIRST AND LAST NAME

Apt. No.

Signature_____

Additional membership @ \$175.00

Please leave this completed **Application**, a signed **Waiver** for each applicant in a sealed envelope with the door attendant. Address to ALGIERS EXERCISE & FITNESS.

In the future **billing will be automatically posted** on your monthly maintenance bill from Garthchester Management Realty Corp.

ALGIERS FITNESS AND EXERCISE CENTER RULES

- ❖ The Algiers Fitness and Exercise Center (the Room) shall be open to adult shareholders in good standing residing in The Algiers, at 3616 Henry Hudson Parkway and understand that my membership will be billed monthly.
- ❖ Members acknowledge that they are able to engage in the physical activity and **do so at their own risk.**
- ❖ It is always recommended that one consult a physician and obtain appropriate recommendations prior to engaging in an exercise program.
- ❖ **No one under the age of eighteen (18) is permitted in the room at any time.** Resident minors aged sixteen to eighteen (16-18) may have membership with signed consent by a parent on the Release Waiver Form.
- ❖ Memberships are for individuals only. A separate membership must be purchased for each individual in a household desiring to use the Room. No guests are permitted.
- ❖ Membership cannot be transferred. There will be no refund of annual dues.
- ❖ Memberships are granted to shareholders at the discretion of the Board of Directors and may be terminated with cause by the Board. (e.g.: for misuse of equipment, failure to comply with rules or failure to maintain all financial accounts in the Corporation in a satisfactory, paid-in-full manner)
- ❖ The hours of operation shall be determined and posted by the Board of Directors.
- ❖ Proper exercise attire must be worn in the room –
 - No jeans, shoes, sandals, work boots or clothing of an offensive nature are permitted
 - Belt buckle and loose-fitting jewelry should not be worn in the room
- ❖ Smoking is prohibited in the room
- ❖ All exercise equipment must be used in the proper manner, consistent with its intended purpose and function
- ❖ Members are requested to be courteous and mindful of others using the room. If anyone is waiting for a particular apparatus, workout time should be limited to 30 minutes. All apparatus should be left in a clean, sanitary manner following use.
- ❖ The operation of the TV and air conditioner must be cordially negotiated among members in the room at any given time.
- ❖ Members are asked to observe energy conservation etiquette and turn off the TV , air conditioner, and lights if they are the last to leave the room.
- ❖ No food is permitted in the room. Plastic bottled beverages are permitted.
- ❖ Members agree to abide by these and any rules or regulations that may be posted in the room. Failure to do so may result in the revoking of membership.
- ❖ Rules may be changed by the Board of Directors at any time.

PLEASE KEEP THESE RULES FOR FUTURE REFERENCE.