

Hastings Neighborhood Athletic Club

"WORKOUT FACILITY RULES AND LIABILITY WAIVER"

Please carefully read and sign the waiver below. Failure to return waiver to Management Company will result in deactivation of key cards. Anyone found not following these rules will be asked to turn their key card in to the Management office and will not be permitted in the workout facility.

1. Key cards will only be issued to those individuals who intend to use the workout equipment. In the event you misplace your key card, you will be charged a replacement fee of \$25.00. Residents are expected to return all their key cards upon move-out. Each key card will be coded with the residents' name and address. This will enable us to verify usage of the facility. REMEMBER: The workout facility is for Hastings Neighborhood Association Members only, who are interested in fitness. DO NOT open the door to allow anyone into the facility. All Members must use their own key card for entry.
2. Please keep the facility clean; no food will be permitted; only plastic drinking containers are allowed.
3. NO PERSONS UNDER THE AGE OF 16 ARE PERMITTED AT ANY TIME. Any persons under 16 years of age must be accompanied by an adult resident.
4. No portable radios are allowed, unless using headphones.
5. Please wipe down the equipment after each use with the cleaning solution provided. If you are the last person to leave the facility, please make sure the television and lights are turned off.
6. Please operate the equipment in a safe manner. Members will be responsible for the replacement or repair of any workout facility furnishing, fixture or equipment that is damaged as a result of abuse or misuse. Please report any damaged equipment to RJ Community Management.
7. Sneakers and appropriate workout clothing are required.
8. Hastings Neighborhood Association is not responsible for any personal property lost or damaged as a result of the use of the Hastings Athletic Club.
9. These rules may be revised or additional rules established at any time. Hastings Neighborhood Association reserves the right to refuse entry or deny workout facility privileges to anyone at its sole discretion.

NOTE: All persons using the workout facility do so at their own risk. Hastings Neighborhood Association and Charter Homes at Hastings, Inc. (The interest of the Landlord herein may be transferred or assigned in whole and in one or more parts. Nothing in this document shall limit in any manner Landlord's right to assign its interest.) are not responsible for injuries or loss of personal property, I understand that my use of the Hastings Athletic Club constitutes acceptance of these rules and waiver. I have read this document, understand its terms and conditions, understand that it is legally binding and intend to be bound thereby. Initials I, for myself, personal representatives, assigns, heirs, and next of kin.

1. ACKNOWLEDGE AND UNDERSTAND THAT I EXERCISE AT MY OWN RISK. I am aware that use of the Hastings Athletic Club and participation in exercise activities therein involves substantial risk of bodily injury, including but not limited to: slips, trips, falls, sprains, bruises, strains, broken bones, concussion, permanent disability, heart attack, heat exhaustion, cramping, nausea, paralysis, and possibly death. I

am voluntarily using The Hastings Athletic Club Facilities with the knowledge of the dangers involved. I assume and accept any and all risks of injury or death, including those caused or contributed by the acts or omissions of Hastings and their officers, agents or employees, board members, managing agents, and/or defects in the equipment, the negligence of others, and my own negligence or misuse.

2. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Hastings or any of their officers, employees, partners, or managing agents for injury or damage resulting from negligence or other acts, however caused, by any officer, employee, agent, partners, or contractor of the Hastings Athletic Club and participation in physical exercise therein. On behalf of myself and my heirs, executors, guardians, and personal representatives, I hereby release and discharge Hastings and its employees, independent contractors, partners, and managing agents, from all actions, claims, or demands that I, my heirs, executors, guardians, legal representatives, and assigns have or may hereafter have arising out of any injury or damage I may suffer or incur resulting from my use of the Hastings Athletic Club.

a. AGREE TO INDEMNIFY, SAVE, AND HOLD FOREVER HARMLESS Hastings and its officers, partners, employees, and managing agents against any and all claims, suits, demands, liability, judgments, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and litigation costs) incurred by Hastings, its partners, managing agents, or employees, or with which they may be threatened, and caused or brought by any person in any manner, arising out of my use of the Hastings Athletic Club and my participation in physical exercise.

b. MINORS If I cause any minor person to be present at the Hastings Athletic Club, I assume full responsibility for the health, safety, and welfare of such minor person and for his or her conduct and all releases and indemnification provisions hereof shall be applicable to all claims by or on behalf of such minor person or by myself as such minor person's parent or guardian.

I have read and understand this Release of Claims, Waiver of Liability, and Indemnity Agreement and am aware that by signing this Agreement, I am waiving certain legal rights, which I or my heirs, next of kin, executors, administrators, assigns, and representatives may have.

Member Signature _____ Date _____ Key Card# _____

Member Signature _____ Date _____ Key Card# _____

Member Signature _____ Date _____ Key Card# _____

Address: _____

Management Signature _____

Date: _____