

**Milestone Owners Association, Inc.**  
**Exercise Room Policy and Contract**

Revised by Board of Directors 6/14/2010 with further revisions 5/21/18 and 9/9/2019

GENERAL

- 1 Entrance to, or use of, recreational areas or amenities is a privilege of owners in good standing and their guests. Identification may be requested and those not showing proper identification may be required to leave.
- 2 All facilities are used at the risk and responsibility of the owner for himself and herself, and for his or her guests. The owner for himself or herself and for any guests agrees to hold the Association harmless for damage, injury, or claims by virtue of use.
- 3 The Association Covenants and Rules & Regulations will govern all activities.
- 4 Owners and their guests violating these Rules & Regulations may be prohibited from using the recreational facilities.
- 5 Any formal complaint regarding the operation of the property or actions of other Owners must be made in writing to the Site Manager.
- 6 NO SMOKING or ALCOHOLIC BEVERAGES allowed in Exercise Room.
- 7 All persons are required to dispose of their trash in the proper receptacles.

EXERCISE ROOM PROVISIONS

- 1 **Key Access.** To use the Fitness Room, the attached contract must be signed to obtain a key fob from the Site Manager. Initial cost for a key fob is \$25. Additional key fobs or lost key fob replacements may be obtained for \$25. Any misuse of the facilities will result in forfeiture of use privileges. Please return key fobs to the site office upon moving from the neighborhood.
- 2 **Use of the Exercise Room by People Under 16.** No person less than 16 years old may use the facilities in the weight room unless accompanied by a Responsible Adult. A "Responsible Adult" is any person at least 18 years old. Any Responsible Adult accompanying a person less than 16 years old into the weight room is responsible for the safety of such a person and must maintain control over the behavior of such a person.
- 3 **Indemnification for the Use of the Exercise Room. EVERY PERSON WHO USES THE FACILITIES IN THE EXERCISE ROOM SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS, THE MANAGING AGENT, ALL COMMITTEES OF THE ASSOCIATION AND ALL EMPLOYEES AND CONTRACTORS OF THE ASSOCIATION FROM ALL DAMAGES OR OTHER LIABILITY FOR INJURY TO PERSONS OR PROPERTY ARISING OUT OF SUCH USE.**
- 4 **Equipment Condition.** The exercise equipment is for the enjoyment of all members. In the event that a piece of exercise equipment becomes unsafe or unusable, it is to be immediately tagged and taken out of operation. Any malfunctions or needed repairs are to be conveyed to the Site Manager as soon as possible after the condition is noted. Any costs relating to needed repairs that are a result of improper or negligent use will be investigated and billed to the responsible party.
- 5 **Area Use and Security.** The Exercise room is to be secured at all times. All trash is to be placed in the proper receptacles. Loud music will not be allowed. Upon leaving the weight room, turn off all lights and make sure entry door is secure and locked.

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I, \_\_\_\_\_, agree to the policy above and agree to use the facilities in a proper and respectful way. I understand that a key is required and will be forfeited upon any misuse of the facilities.

**I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS, THE MANAGING AGENT, ALL COMMITTEES OF THE ASSOCIATION AND ALL EMPLOYEES AND CONTRACTORS OF THE ASSOCIATION FROM ALL DAMAGES OR OTHER LIABILITY FOR INJURY TO PERSONS OR PROPERTY ARISING OUT OF SUCH USE.**

\_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

(Signature of Association Member)

\_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

(Signature of Association Representative)

Key # \_\_\_\_\_

Owner Address \_\_\_\_\_