



Addendum #3 - 160 Pleasant Street –
Fitness Center Regulations & Waiver

The following rules have been established for your health, safety and convenience:

1. The Fitness Center is for REGISTERED RESIDENTS only. "Registered" being those persons who are legal residents of 160 Pleasant Street and who have executed a WAIVER OF LIABILITY AND INDEMNIFICATION.
2. Absolutely NO ONE UNDER THE AGE OF 18 may use the Fitness Center UNLESS ACCOMPANIED BY A PARENT AND WITH WRITTEN OFFICE APPROVAL.
3. All persons using the Fitness Center do so at their own risk and sole responsibility. The property accepts no liability for injury, death or any loss associated with the use of the Fitness Center facilities.
4. All persons using the Fitness Center do so under the consent of their medical provider, and with the understanding that they are in satisfactory health for use of the facility.
5. Any abuse of the facilities or equipment is prohibited.
6. Appropriate clothing and foot wear is required in all areas of the Fitness Center.
7. Guests of Residents may use the Fitness Center only when accompanied by the Resident. The Resident must accompany the guest during the duration of their time in the Fitness Center. Residents are responsible for their guests at all times.
8. Fitness Center hours of operation will be posted by management.
9. Residents are responsible for all articles of clothing and possessions for themselves and their guests. Management will not be responsible for any articles left in any areas of the Fitness Center.
10. Appropriate behavior is required and expected at all times during use of the Fitness Center. Any person in violation of routine and expected appropriate behavior will be subject to revocation of fitness center privileges.
11. Registered resident members will be held responsible for any loss, damage, or theft incurred in any area of the Health Club, its facilities and equipment in instances where witnesses, security personnel or records attest to said actions.
12. Please wipe off each piece of equipment after use.

continued:

Waiver of Liability and Indemnification

So long as fitness facilities exist in the building, subject to such terms and conditions as are established by the landlord, use thereof shall be a privilege of residency.

The Fitness Center will be available for use according to hours posted and is subject to change without notice.

Resident and guests of residents hereby agree that use of the Fitness Center, including but not limited to the exercise equipment, aerobic area, and free weights, as well as surrounding areas, are at the sole risk and use of the resident, members of resident's family over the age of eighteen (18) years, and guests over the age of eighteen (18) years. Residents, family of residents and guests of residents utilize the equipment with the consent of their medical provider that they are in good health satisfactory for use of the facility and its equipment. The owner, its managing agents, and employees of same, shall not be liable for any health problem or injury arising out of entry into the above premises and surrounding area, and resident, his family, and his guests, by using same, hereby release the OWNER, its managing agents, and employees of same, from any and all claims for injuries or adverse health problems arising out of, or in connection with, entrance into or use of these facilities.

Resident further agrees to accompany guests and inform anyone entering said rooms as a guest of said resident or his family, prior to entry, of the above provisions, and resident further agrees to indemnify and hold harmless the owner and/or its management agents and employees thereof, from any breach of the above obligations by resident.

AGREED AND ASSENTED TO:

Lessee: _____ Date: ___/___/___

Lessee: _____ Date: ___/___/___