

Lake Holiday

Fitness Center / Game Room Membership Agreement

Welcome

The Association welcomes you and members of your household as new Fitness Center Member(s). Our mission is to provide members with a place to exercise that is friendly, comfortable and non-competitive, welcoming, people of all ages, sizes and abilities.

The Agreement Holder (Association Fitness Center Member) agrees to protect Lake Holiday Country Club ("Association") the Association, its officers, agents and employees against possible future claims, and hold them harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to persons or property occurring in or about the premises and upon the adjoining sidewalks, streets or parking area which may arise from the association's ownership of the premises, from any action or omission of the Agreement holder its agents, employees, invitees, or licensees, or from any cause whatsoever.

Membership Policies & Rules

The Association designed the Membership Policies and rules for your safety and to insure a more enjoyable environment in which to exercise. So, please be thoughtful and observe the Policies and Rules. the Board of Directors may, in its sole discretion, modify the Policies and rules without notice at any time. It's your responsibility to know and follow the most current Policies and rules.

The Agreement holder (Association Fitness Center Member) and the Agreement Holder's household members will be responsible for compliance and adherence to the Association's Governing Documents, Association Rules and Regulations, and all specifications of the Rental Agreement and attached clubhouse Procedures, Rules and Regulations policy.

Only an Association Member may enter into this agreement with the Association, conditions of use are detailed below:

Exercise Room Rules & Policies

Hours of operation: 4:00 AM to 10:00 PM, seven (7) days a week.

1. Access cards (FOB) are available for purchase at the Association Office.
2. Only an Eligible Member; as that term is defined in the Lake Holiday Bylaws, Article II, Section 10; will be permitted to use this facility. If a member ceases to be an Eligible Member, their FOB Card will be deactivated, not permitting access.
3. All participants are to comply with the posted directives regarding enforcement of policies related to equipment use, safety, programming, exercise techniques and policies.
4. Members must wear appropriate exercise attire at all times. No open-toed shoes, open backed shoes, boots, or sandals are allowed. Failure to dress properly will result in denial to workout.
5. The Exercise Room is only to be used by people with approved admittance and a valid FOB . FOB Cards, may not be used by any person other than members of the household to which it is issued. FOB Cards are not transferable. There is a charge for lost FOB Cards.
6. The Association office must be notified immediately of a FOB Card which has been lost or stolen. The card will be cancelled and management will sell the Member a new card.
7. Disrupting or interfering with the workout of another Member is not allowed.
8. Observe proper personal hygiene by wearing clean clothing.
9. Members must wipe off all equipment after use. Members must bring their own towels. The Association does not provide them.
10. The Association is not responsible for lost or stolen personal items.
11. Except for capped water bottle, eating or drinking is prohibited. Please dispose of all trash in the proper bins outside of the Exercise Room.
12. Slow down, clear, and reset the cardio-respiratory equipment for the next Member. Keep all cardio workouts to 30 minutes maximum if someone is waiting to use the equipment.
13. The Association welcomes Personal Trainers with the following conditions:
 - They sign-in at the Association Office
 - Provide a written statement from the Member authorizing their service
 - Proof of Insurance
 - Sign a hold harmless agreement

14. All Equipment is to be used at the Member's own risk. Members should consult a physician prior to using the facility to ensure they can safely utilize the Exercise Room Equipment.
15. Users under the age of 16 years old must be under the supervision of a parent or a responsible adult (21 years or older).
16. Exercise room participants should report all equipment problems, personal injuries, and specific concerns immediately to the Association office.
17. Video cameras and audio equipment have been installed in the exercise room. The purpose of video and audio recordings is to help improve safety and security for the users. Video and audio recordings will be maintained for a period of up to thirty (30 days).
18. Absolutely no objects such as nails, tacks, scotch tape, candles or substances which cause permanent damage will be placed on the walls, ceilings or window surfaces.
19. All refuse and personal property of the Agreement holder and household members must be removed before exiting the facility. If you are the last one to leave the facility regardless of the time of day, please turn off the lights and close the door securely behind you as you leave.
20. The Association, its agents, officers, and employees, assumes no responsibility for the personal property of anyone using the Clubhouse during the times of reserved use.

Reminders.....

Conflicts Regarding Use

Please don't linger on the equipment because other members may want to use it. No member should monopolize the equipment or weights, In short, observe gym etiquette. If there is a conflict over use, let the Association Management resolve it.

Prohibited Items & Activity

No Alcohol, Drugs, or Smoking: You cannot use the Facilities or engage in any activity at the Association while under the influence of drugs, or alcohol. Also, the Association does not permit smoking, alcohol, illegal drugs, including steroids in the Exercise Facilities.

No Photographic or Video Equipment: No photography, video taping, filming or audio recording is permitted on these premises without written permission of management.

Outside Equipment: The Association prohibits the use of outside equipment in the Exercise Room.

Violation of Rules

If any member or guest violates any of the Policies or Rules, the Association will ask that person to stop or leave. A violation may also cause the Association to terminate the violator's membership according to the terms of the Membership Agreement.

Fitness Center / Game Room Membership Agreement

Agreement Holder Name _____ Date of Birth _____

Address _____ Sect. ____ Lot _____

Phone: _____ Cell: _____

E-Mail Address: _____

Name(s) / Ages of all Household Member(s) who will be using the facility:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

This Agreement is between the above named Association Member (Agreement Holder) and Lake Holiday Country Club. The term of this agreement is effective as of the date of signature below. The agreement terminates at the request of the Agreement Holder: whenever the Agreement Holder's Association Membership is suspended in accordance with the Lake Holiday Bylaws, Article III.

In consideration therefore, the undersigned Agreement Holder agrees to pay a \$10.00 fee per access card (FOB).

By: _____
Signature Date

For Office Use Only:

By: _____
Signature of Association Staff Member Date

Card Number assigned: _____

LAKE HOLIDAY COUNTRY CLUB (LHCC)

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

FOR

Lower Level Clubhouse Fitness Center
EVENT/USE/SERVICE/OTHER)

I _____ (name of party) certify that I am aware that any use of Lake Holiday Country Club property or facilities whatsoever is at my own risk. In consideration for receiving permission to participate in the _____ Lower Level Fitness Center _____ or use I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Lake Holiday Country Club, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Virginia.
5. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this _____ day of _____, 2012.

LHCC MEMBER

PrintedName

Signature

If Participant is under the age of 18, Parent/Guardian consents to the minor's participation in the event, consents for Lake Holiday to seek reasonable and necessary medical treatment for Participants during such event or associated activities, and agrees to be responsible for any cost of such treatment.

Parent/Guardian Signature

Date