



## HILLCREST PRESIDENTS COUNCIL

### USE OF COMMON AREAS: FITNESS CENTER RULES & REGULATIONS

**All Persons using the Fitness Center do so at their own risk and responsibility. Please abide by the following rules:**

#### **RIGHT TO USE THE FITNESS CENTER:**

1. All risks, whether known or unknown in the use of the equipment in the Fitness Center is the responsibility of the user. Consultation of a physician before beginning any exercise regime is highly recommended.
2. Guests of residents may not use the Fitness Center without the resident present. No more than two guests are allowed at any one time.
3. Guests of resident must review rules and waiver prior to use. No personal trainers are allowed the use of the HCPC Fitness Center.
4. Fob is for strict use of resident to which it is assigned and cannot be loaned or used by anyone not authorized to use fob.
5. Resident is not to open Fitness Center door for anyone. All users of Fitness Center should use their own authorized fob for access.
6. Emergency exit is for emergencies only and is not to be used for general egress from the Fitness Center, not opened to allow entry into the Fitness Center.
7. Emergency door is to remain clear at all times and not blocked with any equipment.
8. If residents are waiting for a specific machine, the use of the machine will be restricted to thirty minutes per resident.
9. Residents must wipe down the equipment after each use.
10. No smoking is allowed.
11. Talking on your cell phone is not permitted except in case of emergencies.
12. No food or drink (with the exception of water) is permitted in the Fitness Center.
13. No pets are allowed.
14. All residents and guests must wear athletic shoes and a shirt when using the Fitness Center.
15. Personal music devices (iPods) must use headphones (and at moderate volume).
16. All residents are responsible for returning equipment to its proper place.
17. The Council is not responsible for any personal belongings left in the Fitness Center.
18. Residents cannot remove any equipment from the Fitness Center.
19. No one under the age of 18 may use the Fitness Center.
20. The Fitness Center will be opened to residents at designed posted times, unless temporarily closed for maintenance/cleaning, or storm preparation.

Enjoy Your Work Out!



## Hillcrest Presidents Council - Fitness Center

4900 Hillcrest Lane, Hollywood, FL 33021

[www.hillcrestpresidentscouncil.com](http://www.hillcrestpresidentscouncil.com)

### Waiver

Dear Resident/s or Guest/s:

The Hillcrest Presidents Council has made a Fitness Center available to residents of Hillcrest Buildings 1 - 18.

In consideration for my use of the Fitness Center, I agree to the following:

1. I agree to abide by all the rules of the Fitness Center. I hereby acknowledge receipt of the attached Fitness Center Rules and Regulations.
2. The Council, its Executive Board, employees and agents are under no obligation to and will not provide any supervision whatsoever of the activities in the Fitness Center.
3. I am fully responsible for my use of the Fitness Center. I assume all risks, whether known or unknown in the use of the equipment in the Fitness Center. I understand I should consult a physician before beginning any exercise regime.
4. The Council has the discretion to remove, replace or modify the equipment in the Fitness Center at any time.
5. I will not hold the Council, its Executive Board, employees and agents responsible for any cost or expense, including any attorney's fees, related to the use of the Fitness Center, with the exception of any injury or damage caused solely by the gross negligence of the Council, its agents and/or employees.
6. I hereby agree to indemnify and hold harmless the Council, its Executive Board, employees and agents from any and all claims, liability, damage or expenses related to the use of the Fitness Center, including but not limited to any injury or damage to persons or property.
7. If I cause injury to another person in the fitness center, I agree to indemnify, hold harmless, and defend the Council, its Executive Board, employees and agents for any loss, damage, liability and expense, including costs and reasonable attorney's fees.
8. I understand that I am using the Fitness Center and its equipment at my own risk.
9. If I become aware of any dangerous condition or defect in the Fitness Center, I will notify the Council at [jimandekrisflorida@gmail.com](mailto:jimandekrisflorida@gmail.com) of such condition immediately.
10. I acknowledge that the Council has the right, in its sole discretion, to terminate my use of the Fitness Center without warning for any violation of the terms of this waiver or any posted rules and regulations.

I hereby acknowledge that I have read and understand fully the terms of this waiver. I also hereby acknowledge and agree that I will strictly abide by the terms of the attached rules and regulations as well as any posted rules.