

FITNESS CENTER WAIVER

THIS AGREEMENT made this ____ day of _____, 20____, between Hills Highlands Master Association, Inc., with an address of c/o Access Property Management, 75 Hansom Road, Basking Ridge, New Jersey 07920, Attention: Michele Gracia (the "Association"), and the resident who executed this agreement below (the "Indemnitor");¹

WHEREAS, the Indemnitor seeks to utilize the Signal Point Fitness Center (the "Fitness Center");

WHEREAS, the Association seeks to permit the Indemnitor to use the Fitness Center;

WHEREAS, the Indemnitor has read and understands the rules and regulations applicable to use of the Fitness Center;

WHEREAS, the Indemnitor has agreed to comply fully and timely with all such rules and regulations;

WHEREAS, the Indemnitor is a member of the Association or a tenant of a member of the Association;

WHEREAS, the Indemnitor agrees to defend, indemnify, and hold harmless the Association, its managing agent Access Property Management ("Access"), and the directors, officers, agents, representatives, servants, and employees of both the Association and Access (collectively, "Indemnitees") from any and all claims and liability that may be made against the Indemnitees as a result of the Indemnitor's use of the Fitness Center.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and the Indemnitor hereby agree as follows:

1. The Indemnitor has read, understands, and shall abide by all Fitness Center rules set forth on the reverse side of this Agreement and published on the Association's website, including, but not limited to, rules addressing the rights and privileges of tenants. If the Indemnitor is a tenant and has failed to obtain the landlord's express approval to use the Fitness Center prior to accessing the Fitness Center, then the Indemnitor's right to use the Fitness Center shall be automatically revoked until such time as the Indemnitor has obtained the landlord's express approval to use the Fitness Center.

2. The Indemnitor shall indemnify and hold harmless the Indemnitees from any and all liability, loss, damage, costs, and/or attorneys' fees that the Indemnitees may suffer as a result of the claims, demands, costs, or judgments regarding, relating, and/or pertaining to the Indemnitor's use of the Fitness Center.

3. The Indemnitor agrees to defend the Indemnitees, at his or her own expense, against any claims brought or actions filed against any of the Indemnitees relating, regarding, and/or pertaining to the Indemnitor's use of the Fitness Center, whether such claims or actions are rightfully or wrongfully brought or filed. To the extent that the Indemnitor fails to defend the Indemnitees, the Indemnitor shall be solely responsible for all attorneys' fees and costs incurred by the Indemnitees.

4. To the fullest extent permitted by applicable law, the foregoing indemnity and hold harmless provisions shall apply regardless of any act, omission, fault, negligence, or strict liability of the Indemnitees.

IN WITNESS WHEREOF, parties hereto have hereunto set their hands and seals the day and year first above written.

HILLS HIGHLANDS MASTER ASSOCIATION, INC.

Signature: _____

Name: _____

Title: _____

Date: ____/____/____

SEE REVERSE SIDE

Witnessed or Attested by:

RESIDENT (circle one: member / tenant)

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: ____/____/____

Address: _____

Date: ____/____/____

Email: _____

¹ Each resident who wishes to utilize the Fitness Center, as that word is defined in this Agreement, must separately execute a copy of this Agreement.

THE
HILLS HIGHLANDS
MASTER ASSOCIATION

Fitness Center Information

Access cards:

- Access cards must be obtained prior to gaining entry to the fitness center
 - Fitness center access card entries require a non-refundable, one-time fee of \$ 15.00. Lost or damaged cards are subject to a \$15.00 replacement charge.
- You must carry your individual access card on your person, while in the fitness center
 - No access cards may be given to any other person(s) to use to gain entry to the fitness center. Anyone allowing others to use their access card or allowing non card holders into the fitness center will be subject to forfeiting fitness center privileges.
 - Landlords assume responsibility for any tenant they permit to use the fitness center.
- Lost cards – please contact the management office for replacement. A \$15.00 fee is required for fitness center access plus \$10.00 for general access for each replacement card.



Rules & Regulations:

- No one under the age of eighteen (18) is permitted entry into or utilize the equipment within the fitness center.
- Operating Hours: Opens – 5:00a.m. & closes 11:00 p.m. daily, seven (7) days per week.
 - All electrical power, with the exception of some directional lighting, will automatically go off at 11:00 p.m.; you must leave the facility at that time promptly.
- High definition cameras recording all activity within the fitness center have been installed.
- The fitness center is for the exclusive use of full time, permanent residents of the Hills Highlands who are in good standing with the association and its monthly dues.
 - If association dues are not paid to current status, fines and liens outstanding, your access card privileges will be suspended.
- Do not open the door for anyone else attempting to gain access to the fitness center. Direct them to the management office, located at the Hansom Road facility for further assistance.
 - This includes access cards that appear to not allow entry to the fitness center.
- Clean athletic shoes and shirts are required to be worn within the fitness center.
- Wet bathing suits are prohibited.
- Smoking is prohibited within the entire Signal Point Recreation facility.
- Hydration drinks contained in sport bottles, plastic or metal, are permitted.
 - Alcohol is not permitted, at any time, in the fitness center.
- Return all equipment, including weights, to its original storage site/racks after each use.
- Wipe down equipment, with provided antimicrobial wipes, after each use.
 - Dispose of used wipes and empty bottles in provided receptacles.
- No equipment may be removed from the fitness center.
- All equipment is to be used in the manner for which it is intended to be used. If you are unclear, DO NOT USE the equipment. Consult the management office and/or website for equipment use manuals.
- Limit all cardio equipment use, if there is anyone else waiting to use the same equipment, to thirty (30) minutes, maximum.
- Always consult with your physician prior to beginning your fitness program.
- No “for-profit” personal training allowed.



High Definition Video Surveillance 24/7