

St. Charles at Olde Court

FITNESS CENTER STATEMENT OF UNDERSTANDING

The undersigned Resident(s) of the premises known as _____,
_____ (herein referred to as the "Premises") understand and agree to the following with regard to use of the Fitness Center located within the Clubhouse at St. Charles at Olde Court apartments.

1. Weightlifting and other exercise can cause injury such as pulled muscles, strained backs, or injury to joints which are not the result of any fault on the part of the equipment, but which are an inherent risk of the activity of exercise.
2. Using the equipment in moderation and in the manner, for which it was designed, reduces the likelihood of injury.
3. Those who suffer from physical disabilities such as heart condition, bad back or pregnancy should refrain from using the equipment.
4. As a precautionary measure, I should obtain the approval of a physician before utilizing the exercise equipment.
5. If I note a defect in the equipment, I will immediately report it to the Landlord.
6. The Fitness Center is intended for the exclusive use of residents of this apartment complex and guests are not permitted to use the facility.
7. No instructor or supervision is provided by Landlord. Therefore, if I am unclear as to how to use a piece of equipment, I should refrain from using it. If I feel a strain other than that commonly associated with fatigue from exercise, I should immediately discontinue using the equipment.
8. The Fitness Center can be a dangerous place for a young child and, therefore, children under age 18 should not enter the Fitness Center and no child under age 18 is permitted to use the equipment.
9. I understand and agree that I am not to provide any other person access to the Fitness Center. If I violate this provision, I agree that the Landlord can immediately revoke the permission granted to me to enter the Fitness Center and use the exercise equipment, and further agree to indemnify and hold harmless the owners and management of the St. Charles at Olde Court apartments from any claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damage to property arising from, or out of, any occurrence in the Fitness Center involving such unauthorized person, or arising from or out of such unauthorized person's use of the exercise equipment.

10. I acknowledge that Landlord's representatives have no expertise in the manner in which the equipment in the Fitness Center is to be operated and, therefore, I agree to use such equipment at my own risk.
11. I acknowledge that Landlord is not obligated to provide a Fitness Center for my use and that the use of such Fitness Center is not included in my rent. Therefore, I agree that my use of the Fitness Center is at my own risk and that Landlord shall not be responsible for any injury to persons, or loss or damage to property, arising out of my use thereof, unless the same is caused solely by Landlord's fault, omission, negligence or other misconduct. Use of the Fitness Center may be revoked by the Landlord at any time, and for any reason, without affecting my Lease obligations to Landlord.
12. I agree to abide by all rules and regulations now in effect, or which hereafter may be promulgated by the Landlord, with respect to the use and operation of the Fitness Center, including such rules and regulations which Landlord may post within the Fitness Center.
13. Contemporaneously with the execution with this Statement of Understanding, I ensure that I will return to the Landlord, at or before the expiration of my Lease Agreement for the Premises, my fitness access card or key fob which I herewith acknowledge receipt of from Landlord for access to the Fitness Center. I acknowledge that if the fitness access card or key fob is lost or otherwise not returned by me to the Landlord, the Landlord may charge \$40.00 for the cost of replacing the fitness access card or key fob.
14. The Fitness Center is open daily from 6:00am to 11:00pm and is located in the clubhouse.

Date

Resident

Date

Resident