



**OAK HILL CONDOMINIUM ASSOCIATION**  
**HEALTH CLUB APPLICATION**

APPLICANT(S) (Please Print): \_\_\_\_\_

\_\_\_\_\_

UNIT #: \_\_\_\_\_ HOME PHONE #: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS PHONE #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

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**MEMBERSHIP APPLICATION**

The undersigned ("**Applicant(s)**") hereby applies for membership in the Health Club ("**Health Club**") at the Oak Hill Condominium Association ("**OHCA**"). The areas know as the Health Club consists of a sauna and exercise room located at the lower level of the Club House. The Application will be accepted, and its terms and conditions will become effective only upon the acceptance of the Application by OHCA. The Applicant will receive key fob to gain access to the Health Club upon acceptance. OHCA reserves the right to reject any Applicant(s) for any reason. If accepted, the terms of use of the Health Club and the Applicant(s) agrees as follows:

1. The term of membership shall be **calendar year** \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ for the membership fee of \$0.00 (**Included as part of the Association fees**) payable upon submission of this application.
2. All the Terms & Conditions set out in this Agreement shall apply during the term of the membership. OHCA may modify the terms at any time upon written notice.
3. Applicant's obligations respecting payment of the membership fee shall not be affected by the degree of actual use of the Health Club facilities by Applicant(s).
4. All activities of the Applicant(s) in the Health Club premises and the use of all services and facilities therein by Applicant(s) shall be undertaken at Applicant's sole risk. OHCA shall **not be liable** by reason of any injury or damage to the person or property of Applicant(s) or anyone else arising out of, or connected with, the use of any of the services or facilities of the Health Club, or for any kind of damage or injury which may arise from any cause whatsoever on the premises of the Health Club; **or the contraction of COVID-19 of any members sustained in connection with the use of the Health Club facilities.** The Applicant(s) hereby remises, releases and forever discharges OHCA, its past and present officer, directors, employees and agents (collectively the "**Released Parties**"), of and from all,

claims, causes of actions, and liability of any kind whatsoever, arising from any defect, damage, loss or expense which arises from, or is any way related to, the use of the Health Club, including but not limited to the equipment therein, which against the Released Parties, the Applicant(s) may have now or at any subsequent time.

5. Applicant(s) acknowledges that OHCA has not made any claims or representations regarding medical treatment results in connection with membership in the Health Club, and that no agent or employee of OHCA has authority to render any medical advice or opinion to any Applicant(s). There are no warranties or representations express or implied, respecting the Health Club or any of the facilities or services connected therewith.
6. OHCA shall have the right at any time or times and from time to time to make such rules and regulations, and modifications thereof as in its sole judgement may be necessary for the establishment of hours of use, holiday, admission procedures and charges for services, and for the safety, care and cleanliness of the Health Club premises and the preservation of good order therein. Such rules and regulations shall form part of this Membership Application when notice thereof to Applicant(s) by posting a copy thereof at the Health Club premises Applicant(s) have been provided with and acknowledges receipt or copy of the current rules and regulations.
7. OHCA reserves the right to terminate the membership of Applicant(s) therein at any time without cause. In such event Applicant(s) will be given prorated refund of the Membership Fee as of the date of termination.
8. Membership may be suspended and/or revoked, without any compensation for time lost, if the Applicant(s) is delinquent in any Condominium charges, fees, assessments, fines, or other account due the Association until such time as the delinquent amounts are brought current.
9. This agreement constitutes the entire agreement and understanding between all parties hereto and shall not be valid and effective until accepted by Oak Hill Condominium. No modification or cancellation of this Agreement shall be valid or effective unless in writing and signed by OHCA. Applicant's rights are not assignable. Applicant(s) intends to be legally bound hereby.
10. As a condition to acceptance of the application, Applicant(s) shall provide a medical certification as to the Applicant's ability to utilize the Health Club in a form provided by OHCA. OHCA reserves the right to deny membership to any Applicant(s) which has any medical limitations regarding the use of the Health Club.
11. **COVID-19 DISCLAIMER**
  - a. **Members acknowledge and agree that once they leave the home they are at risk to being exposed to the COVID-19 Virus. A Member's decision to use the Health Club is made knowingly and voluntarily with full knowledge of this risk. If you disagree, do not come to the Health Club. Use of the Health Club by a Member shall also constitute a waiver of, and release of the Released Parties from, any and all claims of any kind with respect to exposure to the COVID-19 virus.**

**OHCA ACCEPTED:**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
APPLICANT



**OAK HILL CONDOMINIUM ASSOCIATION  
HEALTH CLUB RULES**

1. Hours are from **5:00 A.M. to 11:00 P.M.** daily. Please note that your entry key will **not work before or after** these hours.
2. No one but Health Club Applicant(s) are permitted in the facilities. Please do not open the doors for anyone you do not know.
3. No one under 16 years of age is permitted in any one of the Health Club facilities.
4. Pets of any type are not permitted in the Health Club at any time.
5. No food or beverage is permitted in the Health Club facilities, Beverages may be consumed in the outer area where the soda machine and water fountain are located.
6. Exercise equipment must be used in accordance with the instructions posted.
7. Malfunctioning equipment should be reported to the Management Office as soon as possible.
8. No equipment or parts of any equipment are to be removed from the Health Club facility at any time.
9. Consult your physician before starting any type of exercise program or using the sauna.
10. Do not perform any physical activities against the wishes of your doctor.
11. Do not exercise if you have a cold, respiratory ailment, or other illness without medical approval or experience COVID like symptoms.
12. Do not exercise within one hour after having a meal.
13. Do not strain to perform an exercise. Add weight or repetitions only when a particular exercise becomes easy.
14. Applicant(s) are to wipe off equipment after they have used it.

**OHCA ACCEPTED:**

BY: \_\_\_\_\_

\_\_\_\_\_  
APPLICANT

DATE: \_\_\_\_\_

\_\_\_\_\_  
APPLICANT



## **RULES PERTAINING TO PERSONAL TRAINERS AND EQUIPMENT USE**

1. The Health Club is to be used only by Applicant(s). Their personal trainers may accompany Applicant(s) if they comply with all rules pertaining to personal trainers.
2. Personal trainers may accompany members in the Health Club for the purpose of training such Applicant(s) as long as they file their Certificate of Insurance with the Management Office, and sign a waiver releasing OHCA from any and all liability. The personal trainer may remain in the Health Club only if their resident Applicant(s) is present.
3. Applicant(s) should use each piece of equipment for no more than thirty (30) minutes if someone is waiting for that piece of equipment.
4. All floor exercises, rope jumping, etc., should be done in the vestibule, except when the pool is open. During pool season, floor exercises should be done in the weight room, conditions permitting.
5. Equipment is not to be moved from its designated place.
6. Applicant(s) are to wipe off equipment after they have used it.
7. Do not open the Health Club doors for anyone you do not know.