



OAK HILL CONDOMINIUM ASSOCIATION
HEALTH CLUB APPLICATION

APPLICANT(S) (Please Print) _____

UNIT #: _____ HOME PHONE #: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE #: _____ DATE OF BIRTH: _____

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 2016** from _____ to _____ for the membership fee of \$ _____ payable upon submission of this application.
2. All the terms and 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. 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 a 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.

OHCA ACCEPTED:

BY: _____

APPLICANT

DATE: _____

APPLICANT

APPLICANT

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.
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.

OHCA ACCEPTED:

BY: _____

 APPLICANT

DATE: _____

 APPLICANT

 APPLICANT

 APPLICANT

CERTIFICATION OF PHYSICIAN

In connection with the use of certain health club facilities at Oak Hill Condominium Association (“OHCA”), Health Club applicants are required to obtain the clearance of his/her physician prior to the use of such facilities. The Health Club facilities consist of: 2 treadmills, 2 stationary bikes, 2 Stairmasters, 1 universal weight station, 1 rowing machine, 2 elliptical machines, 1 pull-up station, and free weights. The facilities are neither supervised nor monitored.

In connection with the use of such facilities, OCHA would request that the following information be completed:

1. Patient Name: _____
2. Date of Exam: _____
3. Given the medical condition of the patient (including the use of any prescription medicine), is there any reason that the patient’s use of the Health Club facilities should be limited or prohibited? (Please check one):

Yes ____ No ____

4. If the response to item 3 was yes, please indicate if the limitation on use of the Health Club facilities is only for a specific period of time and the time period:

Yes ____ No ____

Time Period _____

5. If the response to item 3 was yes, please indicate if the patient is limited to use of the facilities subject to the supervision of a personal trainer:

Yes ____ No ____

(Signature of Health Care Provider) _____

Date _____

(Address)

(Telephone Number)

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.

**OAK HILL CONDOMINIUM ASSOCIATION
PERSONAL TRAINER REGISTRATION AND RELEASE**

Name: _____

Company (if any): _____

Address: _____

Phone Number: _____

Resident's Name: _____

Resident's Unit #: _____

1. The above named trainer, individually and/or on behalf of any company identified above (“**Trainer**”), has requested permission to provide certain training services to a resident of Oak Hill Condominium Association (“**OHCA**”) in the health club facilities at **OHCA**.

2. The **Trainer** acknowledges receipt of a copy of the Rules pertaining to personal trainers and equipment use in the Health Club and agrees to abide by such Rules.

3. The **Trainer** represents that it has provided **OHCA** with a certificate of insurance reflecting the insurance coverage currently maintained by the **Trainer**.

4. The **Trainer** understands and acknowledges that permission to use the Health Club in connection with the provision of services to **OHCA** residents is not an endorsement by **OHCA** of such services and that such permission can be revoked at any time for any reason without notice.

5. The **Trainer** shall indemnify and hold harmless **OHCA**, its directors, officers, members, employees and agents (each an “Indemnified Person”) from any and all claims, demands, causes of action, losses, liability and expenses (including attorney’s fees, related expenses of any defense and settlements) of any kind whatsoever (including incidental, consequential and punitive damages) arising from or related in any way to the provision of services by the **Trainer**.

6. If the **Trainer** is providing services other than in an individual capacity, the **Trainer** represents that he or she has the authority to execute this document on behalf of the entity identified above.

DATE

SIGNATURE