

ALGIERS FITNESS & EXERCISE CENTER

- ❖ The ALGIERS FITNESS & EXERCISE CENTER (“the room”) shall be open to all adult shareholders in good standing residing in The Algiers, at 3616 Henry Hudson Parkway, upon receipt of annual dues.
- ❖ Members acknowledge that they are able to engage in physical activity and *do so at their own risk*
- ❖ It is always recommended that one consult a physician and obtain appropriate recommendations prior to engaging in an exercise program.
- ❖ No one under the age of eighteen (18) is permitted in the room at any time. Resident minors aged sixteen to eighteen (16 to 18) may have a membership with signed consent by parent on Release and Waiver Form.
- ❖ Memberships are for individuals only. A separate membership must be purchased for each individual in a household desiring to use the room. No guests are permitted.
- ❖ Memberships cannot be transferred. There will be no refunds of annual dues.
- ❖ Memberships are granted to shareholders at the discretion of the Board of Directors and may be terminated with cause by the Board. (e.g.: for misuse of equipment, failure to comply with rules or failure to maintain all financial accounts in the Corporation in a satisfactory, paid-in-full manner)
- ❖ The hours of operation shall be determined and posted by the Board of Directors.
- ❖ Proper (exercise) attire must be worn in the room.
 - No jeans, shoes, sandals, work boots or clothing of an offensive nature are permitted.
 - Belt buckles and loose-fitting jewelry should not be worn in the room.
- ❖ Smoking is prohibited in the room.
- ❖ All exercise equipment must be used in the proper manner, consistent with its intended purpose and function.
- ❖ Members are requested to be courteous and mindful of others using the room. If anyone is waiting for a particular apparatus, working time should be limited to 30 minutes. All apparatus should be left in a clean, sanitary manner following the exercise.
- ❖ The operation of the TV and air conditioner must be cordially negotiated among members in the room at any given time.
 - Members are asked to observe energy conservation etiquette and *turn off* the TV, air conditioner and lights, if they are the last to leave the room.
- ❖ No food is permitted in the room. Bottled beverages are permitted.
- ❖ Members agree to abide by these and any rules or regulations that may be posted in the room. Failure to do so may result in the revoking of membership.
- ❖ Rules may be changed by the Board anytime.

Please keep these rules for your reference

**ALGIERS FITNESS & EXERCISE CENTER
MEMBERSHIP APPLICATION**

I (we) acknowledge that I (we) have received, read and agree to abide by the rules governing the ALGIERS FITNESS & EXERCISE CENTER and I (we each) hereby apply for a 12-month membership.

Accompanying this application please find a check * made out to: "3616 Henry Hudson Parkway Owners Corp.", representing one year's membership in the ALGIERS FITNESS & EXERCISE CENTER as indicated below:

PRINT FULL FIRST & LAST NAME

Apt. No.

Signature

first membership @ \$195.00

PRINT FULL FIRST & LAST NAME

Apt. No.

Signature

additional household membership @ \$150.00

PRINT FULL FIRST & LAST NAME

Apt. No.

Signature

additional household membership @ \$150.00

(*) enclosed please find my check for \$ _____
enter total amount

Please leave this completed APPLICATION, a signed WAIVER for each applicant and your CHECK(S) in a sealed envelope with the doorman. Address to: "ALGIERS EXERCISE & FITNESS"

IN THE FUTURE, BILLING WILL COME AUTOMATICALLY FROM STILLMAN MANAGEMENT REALTY CORP. EVERY TWELVE MONTHS (unless membership is cancelled)

Once waiver and payment are received and processed, membership key(s) will be issued.

3616 HENRY HUDSON PKWAY OWNERS CORP.
(THE ALGIERS) EXERCISE AND FITNESS ROOM WAIVER AND RELEASE FORM

This waiver and release is for the benefit of 3616 Henry Hudson Pkway. Owners Corp. its directors, officers, shareholders, employees, managing agent and other agents, and their successors (collectively, the "Cooperative").

In consideration for allowing the undersigned resident and any minor(s) to use the Exercise and Fitness Room and the exercise equipment (the "Equipment") located in the Exercise and Fitness Room, I UNDERSTAND AND AGREE THAT:

- 1) I am aware that the use of the Equipment involves certain risks or injury or illness including Coronavirus, and I expressly I use the Exercise and Fitness Room entirely at my own risk, assume all risk, and hold the 3616 Henry Hudson Parkway Owners Corporation ("Owner") Cooperative harmless for my activities, illness, accidents or injuries of any kind.
- 2) This facility is **NOT** manned, nor supervised at any time. I will not use the Fitness Center and the Equipment in violation of the Exercise and Fitness Room Rules, as may be adopted or modified by the Cooperative from time to time. I understand that my privilege to use the Fitness Center and Equipment may be revoked if I violate this agreement.
- 3) I understand that physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I further acknowledge and understand that it is my responsibility to consult with a physician prior to and regarding use of the Exercise and Fitness Room by me and any minor(s), and represent and warrant I(we) are physically fit and have no medical condition that would prevent use of the Exercise and Fitness Room. I have obtained any medical releases needed to use the exercise equipment and/or start an exercise routine.
- 4) I represent that I am fully familiar with the use of the Equipment, and I will not use any equipment, which in my opinion is not in proper condition. It is my responsibility to become familiar with the equipment before attempting to use it.
- 5) I voluntarily use these facilities and premises and assume all risks of injury, illness, or death.
- 6) The Cooperative is not responsible for any loss of any personal property.
- 7) This waiver and release of liability includes, without limitation, all injuries that may occur as the result of use of all amenities and equipment in the facility; my participation in any activity or personal training or the sudden unforeseen malfunctioning of any equipment.
- 8) I have fully read this Waiver and Release and fully understand that it is a release of liability. I agree to release and discharge the Cooperative and all affiliates, employees, agents, representatives' successors or assign from any and all claims or causes of action, and I voluntarily give up or waive any right that I may otherwise have to bring legal action against the Cooperative for personal injury or property damage, on behalf of the undersigned and any minor(s).
- 9) To the extent that the statute or case law does not prohibit release for negligence, this release is also for the negligence on the part of the Cooperative, its agents and employees.

10) If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid then the remainder of this Release from Liability shall remain in full force and effect and the offending provision or provisions severed here from.

11) COVID ADDENDUM:

- I agree to review, sign and submit the Covid-19 Waiver and Release before using the Exercise and Fitness Room.
- I agree to show proof of being fully vaccinated and received a booster to management before using the Exercise and Fitness Room.
- I agree to follow any rules, guidelines and protocols for use of the Exercise and Fitness Room as may be adopted or amended from time to time.
- It is understood that the Exercise and Fitness Room may close at any time at the discretion of the Board of Directors based upon the current health mandates.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS WAIVER AND RELEASE WILL BE BINDING UPON ME AND ANY MINOR CHILD, AND I SIGN IT OF MY OWN FREE WILL

MEMBER'S FULL NAME (PRINT) _____

MEMBER'S SIGNATURE _____

PARENT SIGNATURE IF SIGNING FOR A CHILD 16 – 18 YEARS

OLD _____ CHILD'S DATE OF BIRTH _____

APARTMENT NUMBER _____ DATE SIGNED _____

3616 HENRY HUDSON PKWAY OWNERS CORP.

COVID-19 WAIVER AND RELEASE FOR USE OF FITNESS ROOM

**THIS WAIVER MUST BE SIGNED BY ALL RESIDENTS
PRIOR TO USE OF THE FITNESS ROOM**

I, _____, am a resident of the 3616 Henry Hudson Pkway Owners Corp. (the "Cooperative"), with an address of 3616 Henry Hudson Parkway, Apt. _____, Bronx, New York 10463. This Waiver and Release is signed on behalf of myself and the minor children/individuals listed below, of whom I am their legal guardian, in order to enable us to use the fitness room of the building (the "Fitness Room").

RECITALS MATERIAL TO THIS WAIVER AND RELEASE:

- i. Covid-19 is a communicable disease which can spread through (i) airborne transmission, (ii) contact with an infected individual, and (iii) contact with surfaces where the virus is present.
- ii. There has been and still is widespread transmission of coronavirus and cases of Covid-19 throughout New York State.
- iii. Public health authorities have issued guidance on health and safety measures which should be taken to reduce the risk of transmission of coronavirus and contraction of Covid-19. Measures include frequently sanitizing hands, wearing face masks/coverings at all times in public areas and maintaining a minimum social distance of 6 feet from other persons.
- iv. The Covid-19 pandemic has caused society-wide cancelations, closures and shutdowns of many businesses, services, locations, events and activities. In this regard the Cooperative closed and prohibited access to the Fitness Room.
- v. The Cooperative is now endeavoring to reopen the Fitness Room for use by residents of the Cooperative, subject to the Cooperative's rules and policies regarding Fitness Room use, which are subject to change from time to time without notice.
- vi. The Cooperative has been and will continue to clean and disinfect the Fitness Room. However, Covid-19 is a highly communicable disease and the Cooperative cannot and does not guarantee that the Fitness Room is free from the coronavirus or that users cannot or will not be infected through use of the Fitness Room. Any use of the Fitness Room is at the user's sole risk.
- vii. Use of the Fitness Room is limited to residents who have been fully vaccinated, including booster.

NOW, THEREFORE, I/WE AGREE AS FOLLOWS:

1. I/we, the undersigned, have read and reviewed Recitals i. through vi., listed above. I/we fully understand, acknowledge and accept them as an integral and material part of this Waiver and Release, and the Recitals are incorporated herein by reference.
2. I/we have reviewed the Cooperative's rules and policies regarding use of the Fitness Room and fully understand and accept them. I/we promise that I/we will abide, at all times, with all of the rules and policies governing use of the Fitness Room including any future amendments thereto.

3. I/we understand that that my/our presence in and use of the Fitness Room involves great risk to me/us with respect to the transmission of coronavirus and contraction of Covid-19, that the Cooperative cannot and will not guarantee the safety of persons using the Fitness Room and that it is possible that I/we could become infected through our use of the Fitness Room. I/we freely, knowingly and willingly assume and accept that risk, which risk is solely and exclusively mine/ours.

4. To the fullest extent permitted by law, I/we waive, release, discharge, hold harmless, and promise to indemnify and not to sue the Cooperative, its Board of Directors, shareholders, managing agent, agents or employees from or due to any injury, illness or infection (including infection of with Covid-19 disease) that may occur at or through our use of the Fitness Room.

5. With full knowledge and understanding of all of the above, I/we hereby agree for myself, and all of my family and heirs, to RELEASE Cooperative from all liability, claims, demands or any causes of action of any kind, in tort or in contract, which may arise during or as a result of my/our presence in the Fitness Room or use of the Fitness Room. I/we further RELEASE all the Cooperative's officers, directors, members and agents, in their capacity as representatives of the Cooperative, from all liability, claims, demands or any causes of action of any kind, in tort or in contract, which may arise as a result of use of the Fitness Room.

6. I/WE EXPRESSLY INTEND THIS RELEASE OF LIABILITY TO INCLUDE A RELEASE OF LIABILITY FOR ANY NEGLIGENT ACTS AND / OR OMISSIONS OF THE COOPERATIVE that causes me/us illness, personal injury, death or other damage. I/we agree to be solely responsible for my/our own safety while at the Fitness Room.

7. I/we understand that this waiver and release will not be accepted until it has been fully completed, signed, and returned to the Cooperative.

8. I represent that I am of legal age. I HAVE READ AND I BOTH UNDERSTAND AND AGREE to the terms and conditions of the WAIVER AND RELEASE OF LIABILITY, above.

Printed Name: _____ Date: _____

Signature: _____ Phone: _____

In addition to myself, I am executing this Waiver and Release on behalf of the below-listed minor children and/or other individuals. I represent that I am the legal guardian/representative of said minor children/individuals and have full authority to execute same on their behalf.

Child/individual Name: _____

Child/individual Name: _____

Child/individual Name: _____

Child/individual Name: _____

Signature of Guardian: _____ Date: _____