

# THE PINEHURST 1907

Dear Residents,

In October the corporation opened a Fitness Room in the basement for the enjoyment of our residents.

There is a modest membership fee for those who wish to take advantage of the facilities. Fees will be paid monthly with your maintenance/rent, and will be applied to maintaining and upgrading the Fitness Room and its equipment:

**Monthly:**

**\$10/month for senior membership (age 65+)**

**\$20/month for single membership**

**\$30/month for couples membership**

**\$40/month for family membership (3 or more adults)**

From the month of January 2008, the Fitness Room will be open for free to all eligible residents who sign and return the enclosed Safety Rules document. If you wish to use the Fitness Room after January 31, you must send a check, made out to 447 Fort Washington Owners Corp. for one month's membership, to Hedda Lennon at The Argo Corporation. Starting with March, your monthly fee will be added to your statement from Argo.

To access the Fitness Room, a code will be issued to members. This code may not be given to anyone who is not a member. Failure to comply will result in membership cancellation and forfeiture of fees.

Guests may visit the Fitness Room in the company of members, but may not use the equipment. Noncompliance will result in membership cancellation and forfeiture of fees.

To apply for membership, we ask that you review all of the rules below and sign an acknowledgement that you have read, understand, and agree to abide by them. Return your signed acknowledgement to Hedda Lennon at The Argo Corporation, 50 W. 17th Street, NY, NY 10011, before membership is approved.

**PLEASE NOTE:**

**The Cooperative has created this Fitness Room for your enjoyment. The Corporation assumes no liability for any accidents, injuries or general health problems that may arise while using the facilities. As always, consult your physician before beginning any exercise program.**

*The Board of Directors*

## **Fitness Room: General Rules**

Hours of operation: 7 am – 10 pm daily, 7 am – 11 pm Friday and Saturday.

Maximum occupancy: 10.

The Fitness Room is exclusively for the use by legal residents of 447 Fort Washington Avenue who pay a monthly membership fee. No one is permitted to use the Fitness Room unless he/she is a member in good standing.

Membership is non-transferable except by approval of the Board of Directors.

All keys must be surrendered when an individual's membership expires.

Those using equipment will be liable for the replacement of any damaged equipment.

Users may not change the ventilation system thermostat.

Volume settings of all stereo and television equipment must be kept at a reasonable level.

An individual leaving the Fitness Room must turn off the ventilation system, stereo and television equipment, and lights unless another user is present.

No personal items are to be left in the Fitness Room.

Absolutely no smoking is permitted in the Fitness Room.

Individuals using equipment must supply their own towels; equipment must be wiped dry after each use.

Individuals using equipment must follow any and all posted instructions. Failure to use the equipment as instructed will result in cancellation of membership.

The Fitness Room will not be staffed by anyone from the Cooperative; you acknowledge and agree that you are utilizing the equipment entirely at your own risk and liability.

Guests are NOT permitted to use the Fitness Room equipment. Members are responsible for the actions of any guests who accompany them.

Children are not permitted in the Fitness Room unless accompanied and supervised by an adult who is using the exercise equipment. Children under age 18 are not permitted to use exercise equipment at any time; parents whose child(ren) violates these rules will be barred from using the Fitness Room and will forfeit their membership fees.

## **Fitness Room: Safety Rules**

Before going to the Fitness Room, I will make sure someone is aware that I am there and will instruct them to check on me if I have not returned within a specified time.

I will always make sure the door to the Fitness Room is secured when entering and leaving.

If I notice an unfamiliar person(s) in the area of the Fitness Room – or anywhere in the basement itself – I will notify the Superintendent immediately.

As a Fitness Room Member, I represent that I am in good health and am free from illness or a communicable disease that may make my use of the Fitness Room facilities injurious to others. If I should develop any such condition, illness or disease, I agree to stop using the facilities until I receive a medical release from my doctor authorizing me to resume using them.

I am aware that the use of the Fitness Room involves certain risks of injury and I expressly assume the risk and responsibilities for any and all accidents or injuries of any kind which I may sustain during my use of the Fitness Room's facilities.

I further agree to defend and to hold harmless 447 Ft. Washington Owners Corp. ("447FWOC"), its owners, its agents, directors, officers and employees from all liability, loss or damages which I may incur if I or any third party should sustain injury or damage to our person or property while I am or my guest is within the Fitness Room.

I hereby release and discharge 447FWOC from any and all liabilities, suit claims, demands, actions or damages (including reasonable attorneys fees and disbursement) incurred by me or my guests arising out of the use of the Fitness Room, its facilities, services or equipment, including without limitation, all claims for property damages, personal injuries or wrongful death except to the extent that such loss or damage is caused by or results from 447FWOC's negligence or willful misconduct.

**I have read the above and agree to the terms contained herein:**

Name(s): \_\_\_\_\_ Apt. Number: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_