

# Tu Casa Home-Owners Association Fitness Room Liability Waiver

In consideration of my use of the exercise equipment and facilities provided by the **TuCasa HOA**, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the TuCasa HOA and its insurers, residents, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the TuCasa HOA.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the TuCasa HOA, its insurers, residents, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the TuCasa HOA harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for the safety and wellbeing of my guest and myself. I understand that the TuCasa HOA does not provide supervision, instruction, maintenance or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by the TuCasa HOA regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the TuCasa HOA is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I understand that I must complete this form for myself in order to receive the entry code for the facility. I also take FULL RESPONSIBILITY for ensuring that every family member or Guest SUBMITS this same form prior to entering the Fitness Facility; and I as the Home Owner Assume Full Responsibility & Liability and INDEMNIFY the TuCasa HOA & its Residents for any liabilities occurring from not following the forementioned protocol and allowing those family members or guest to enter by using The Assigned Code provided to me.

I HAVE READ THE FOREGOING WAIVER & RELEASE OF LIABILITY AND THE FITNESS CENTER RULES OUTLINED ON PAGE 2. I VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT AND AGREE TO ABIDE BY ALL THE RULES.

Failure to Abide by All Rules of the TuCasa Fitness Center can result in Disciplinary Action charged against the HomeOwner including but not limited to Fines and or Loss of Access.

UNIT #: 18

Please Circle one of the Following:  Owner /  Family Member / Guest

ADULT or parent or legal guardian:

MINOR under 18 years old - if applicable:  
(Also requires signature from parent or legal guardian)

Date: 3/1/22

Signature: [Signature]  
Print Name: Kevin McAllister

Date: 3/1/22  
Signature: [Signature]  
Print Name: JACK, DAN McALLISTER  
JACK W

# **FITNESS CENTER RULES**

**Fitness Room Hours: 5am – 10pm**

- TuCasa Liability Waiver **MUST BE SUBMITTED** by Any and ALL Persons **PRIOR** to using the Fitness Room. Waiver **MUST BE SUBMITTED TO:**
  - [cshipp@propadvantage.com](mailto:cshipp@propadvantage.com) and [las0510@yahoo.com](mailto:las0510@yahoo.com) **PRIOR** to using the Fitness Room. The signed Waiver receipt will be acknowledged & posted on the [TUCASAHOA.ORG](http://TUCASAHOA.ORG) website
- Use Equipment at Your Own RISK --- TuCasa HOA, Management and its Residents Assumes **NO RESPONSIBILITY** for Any Injuries
- Please Only Use Equipment if You are in Proper Health Condition or have Consulted Your Physician before Beginning any Exercise Program
- Please be Courteous of others & Limit use of a Station or Machine to 20 minutes if someone is waiting
- Please **Wipe Off** Equipment After Use & **Return** All Equipment to its Designated places
- Please **NO** Food, Alcohol, Glass Containers are to be brought into the Fitness Room
- Please **NO** Pets are Allowed
- Please **NO** Smoking
- Please be Mindful of Your Belongings, TuCasa HOA is **NOT** Responsible for any Lost or Stolen Items
- Please Turn Off All Lights, Shut Windows & Lock Doors if You're the Last One Leaving the Room
- Please Keep Room Clean and Free of Clutter, Trash etc.
- Please **RESPECT** the Community and Limit / Control **NOISE** and Hours of Operation
- Any Non-Family Member (of a TuCasa Owner) Guest using the Fitness Room **MUST BE ACCOMPANIED** by an Owner/Resident of a Unit within the TuCasa Complex
- Children Under the Age of 16 **MUST** be **ACCOMPANIED** by Their Parent(s) or Guardian
- Shirts, Shoes and Appropriate Clothing **MUST BE WORN** at ALL Times; **NO** Sandals or Flip Flops
- No private business activity, No Commerce, No Trade allowed (such as Personal Training, Massage Services, etc.)
- Please Report Faulty or Damaged Equipment to TuCasa HOA Mgmt. Team at:
  - [cshipp@propadvantage.com](mailto:cshipp@propadvantage.com)

This Fitness Center is OUR Community SHARED Facility; Please Respect the Room, The Equipment and Cleanliness at the Same Level you would your Own Home

**Failure to Abide by All Rules of the TuCasa Fitness Center can result in Disciplinary Action charged against the Homeowner Including but not Limited to Fines and or Loss of Access.**

Thanking You in Advance from the [TuCasa HOA Mgmt. Team](http://TuCasa HOA Mgmt. Team)

Please Initial:

SM, JM, KM