

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 #: 12

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: 11/13/23

Date: 11/13/23

DATE 11/15/23

Signature: Cassandra Pasquariello Wallace

Signature: Adam Wallace Jr

Signature Carrie

Print Name: Cassandra Pasquariello Wallace
TENANT

Print Name: Adam Wallace Jr
TENANT

Print Name Carrie
OWNER
by LAS

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 and las0510@yahoo.com **PRIOR** to using the Fitness Room. The signed Waiver receipt will be acknowledged & posted on the TUCASAOA.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

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

Initial CLW
Tenant

Initial Kww
tenant

Please Initial: LC
Owner by las

Re: Tu Casa Fitness Center - Rules and Liability Waiver

From: Linda Currie (lindacurrie@yahoo.com)

To: las0510@yahoo.com

Date: Wednesday, November 15, 2023 at 10:49 AM PST

Yes I give approval for you to sign. Linda Currie

Sent from my iPhone

On Nov 15, 2023, at 10:08 AM, Linda Shafer <las0510@yahoo.com> wrote:

Great, do you give me approval to sign the Liability Waiver and Rules forms on your behalf?

Linda Shafer

On Tuesday, November 14, 2023 at 09:50:12 PM PST, Linda Currie <lindacurrie@yahoo.com> wrote:

I have read the rules and agree to conditions and terms. I agree to tenants having access to the gym. Linda Currie

Sent from my iPhone

On Nov 14, 2023, at 3:23 PM, Linda Shafer <las0510@yahoo.com> wrote:

Hi Linda,

As we discussed, attached are the Tu Casa Fitness Center Liability and Rules forms that have been reviewed and signed by your tenants in Unit 12. Once you get a chance, can you please read the forms and if the terms are agreeable, either sign and return to me or if it is easier for you, please email me back confirming you have read over the forms and would like your response e-mail to serve as your signature and initials acknowledging you authorize us to give your tenants access to the Fitness Center

If you send your approval, I will let Cassie and Kelvon know their Common Area Key opens the gate and the access code for them to unlock the door will be 121950#

Also, our Property Manager gave me your second Common Area Key and I gave it to Cassie so she could access the pool area. Cassie said she looked through everything you gave her and does not believe you left the key with her (she said she doesn't see any key that resembles our oversized square "do not duplicate" common area key).

I hope you have a wonderful evening.