

### Tu Casa Home-Owners Association Fitness Room Liability Waiver

In consideration of my use of the exercise equipment and facilities provided by the Tu Casa HOA, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Tu Casa 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 Tu Casa 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 Tu Casa 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 Tu Casa 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 Tu Casa 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 Tu Casa 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 Tu Casa 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 Tu Casa Fitness Center can result in Disciplinary Action charged against the Homeowner Including but not Limited to Fines and or Loss of Access.

UNIT #: \_\_\_\_\_

Please Circle one of the Following: OWNER / FAMILY MEMBER / GUEST / MINOR (between 16-17 years old)

DATE: 8/22/2025

SIGNATURE: Thalia Speidel

PRINT NAME: Thalia Speidel

DATE: 8/22/2025

SIGNATURE: Linda Shafer

PRINT NAME: Linda Shafer  
MGR Oysterbed LLC  
OWNER

## **TU CASA FITNESS CENTER RULES**

**Fitness Room Hours: 5am – 10pm**

- Tu Casa Liability Waiver MUST BE SUBMITTED by Any and ALL Persons PRIOR to using the Fitness Room. Waiver MUST BE SUBMITTED TO: kelleyk@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 --- Tu Casa HOA, Management and its Residents Assume 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, Tu Casa 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 Tu Casa Owner) Guest using the Fitness Room MUST BE ACCOMPANIED by an Owner/Resident of a Unit within the Tu Casa Complex
- Children Under the Age of 16 are not allowed in the Fitness Center
- Children over the age of 16 and under the age of 18, MUST be under the constant supervision of an adult (over the age of 18).
- 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 Tu Casa HOA Mgmt. Team at: kelleyk@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 Tu Casa Fitness Center can result in Disciplinary Action charged against the Homeowner Including but not Limited to Fines and or Loss of Access.**

Thank You in Advance from the TuCasa HOA Management Team

Anyone using the Fitness Center must BOTH sign the Waiver Form AND Initial this rules page to confirm they have read and understand both documents and agree to be responsible for following all the rules above.

INITIAL: TS

INITIAL: LAS

PRINT NAME: Thalia Speidel

PRINT NAME: Linda Shapiro  
MOR Oysterbed LLC  
OWNER