



## AGREEMENT FOR USE OF THE CLUBHOUSE AND FITNESS FACILITIES

\_\_\_\_\_, a Resident at the Tanyard Springs Homeowners Association, Inc. (“the Association”), hereby agrees to the following terms of use of the Clubhouse and Fitness Facilities (“the Facilities”) at the Association:

- A. All persons using the Facilities do so at their own risk. For purposes of this Agreement, “the Facilities” includes any changing facilities, restrooms, showers and locker-rooms.
- B. It is the responsibility of each person using the Facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair, or prevent the person from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Each person assumes the full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.
- C. All persons using the Facilities shall adhere to the regulations of the Association, including regulations regarding proper attire, behavior and use of the equipment.
- D. The Association shall not be liable for any personal property that is damaged, lost or stolen from the fitness facilities. Each individual using the facilities shall be liable to the Association for any damage to the fitness facilities and any equipment, furniture or fixture located thereon caused by that person or any of their guests.
- E. Each person using the facilities acknowledges that the Association does not manufacture any of the equipment at this fitness facility; accordingly, neither the Association nor any of its officers, directors, employees, agents, successors or assigns shall be held liable for any such defective equipment.
- F. Until further notice, every person in the Facilities shall adhere to the guidelines provided by the Association (including the Supplemental Clubhouse and Fitness Center Rules and Regulations), the requirements of Anne Arundel County, the State of Maryland and the Centers for Disease Control and Prevention on the prevention of COVID-19 infection, including but not limited to:
  - 1. Maintaining a distance of at least six (6) feet between individuals using the Facilities;
  - 2. Using sanitizing agents on all common surfaces before and after the use of any equipment; and
  - 3. Limiting the number of individuals in the Facilities at any one time.
- G. No person shall use the Facilities if they have any symptoms of COVID-19, including cough, shortness of breath, fever, chills, muscle pains, sore throat, or loss of taste or smell, or if any individual in that person’s household has symptoms of COVID-19.

H. YOU ACKNOWLEDGE THAT USE OF THE FACILITIES AND EQUIPMENT INVOLVES AN INHERENT RISK OF PERSONAL INJURY TO YOU, INCLUDING (I) INJURIES ARISING FROM USE OF THE EXERCISE EQUIPMENT; (II) INJURIES, DISEASE, INFECTION OR MEDICAL DISORDERS RESULTING FROM USE OF THE FACILITIES, INCLUDING HEART ATTACKS, STROKES, HEAT STRESS, SPRAINS, BROKEN BONES AND TORN OR DAMAGED MUSCLES, LIGAMENTS OR TENDONS; AND (III) ACCIDENTAL INJURIES WITHIN THE FACILITIES. YOU VOLUNTARILY AGREE TO ASSUME ALL RISKS OF ILLNESS AND/OR PERSONAL INJURY TO YOU, AND WAIVE ANY AND ALL CLAIMS OR ACTIONS THAT YOU MAY HAVE AGAINST THE ASSOCIATION AND ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY SUCH ILLNESSES AND/OR PERSONAL INJURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

You acknowledge that you have carefully read this Agreement and fully understand its contents.

By signing this release, I acknowledge that I understand and agree with its content.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Further, I acknowledge and understand, as guardian of the minors identified below, that this hold harmless waives claims that might otherwise be made by the following minors (print names of minors):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_