



# Milestone Owners Association

## Exercise Room Policy and Contract

Revised by Board of Directors: 10/2024

Site Manager: [manager@milestonecommunity.com](mailto:manager@milestonecommunity.com) or 804-550-4656

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### GENERAL

1. **Eligibility:** Access to recreational areas and amenities is a privilege granted to owners in good standing and their guests. Identification may be requested; those unable to provide proper identification may be asked to leave.
  2. **Assumption of Risk:** All facilities are used at the owner's own risk and responsibility, including any guests. Owners agree to hold the Association harmless from any damage, injuries, or claims resulting from their use of the facilities.
  3. **Governing Rules:** All activities are subject to the Association Covenants and Rules & Regulations.
  4. **Violations:** Owners and their guests who violate these Rules & Regulations may lose access to recreational facilities.
  5. **Complaints:** Formal complaints regarding property operations or the actions of other Owners must be submitted in writing to the Site Manager.
  6. **Prohibitions:** NO GLASS, FOOD, SMOKING & ALCOHOLIC BEVERAGES are allowed in the Exercise Room.
  7. **Cleanliness:** All users must dispose of trash in designated receptacles. Wipe down equipment after use. Put all weights, bands, mats, & medicine/exercise balls back in the proper station after use.
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### EXERCISE ROOM PROVISIONS

1. **Key Access:** To use the Exercise Room, the attached contract must be signed to obtain a key fob from the Site Manager. Each household will receive ONE free fob and any additional fobs or replacements for lost fobs are \$25. Misuse of the facilities will result in forfeiture of access privileges. Please return key fobs to the site office when moving from the neighborhood or inform the Site Manager that your fob was given to the new homeowner. If the Site Manager does not receive the fob or is not informed that the fob was given to the new homeowner, the fob will be disabled.

2. **Age Restrictions:** Individuals under 16 years old may not use the weight room unless accompanied by a Responsible Adult (at least 18 years old). The Responsible Adult is accountable for the safety and behavior of the minor.
3. **Indemnification:** EVERY USER OF THE EXERCISE ROOM SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS, THE MANAGING AGENT, ALL COMMITTEES, AND ALL EMPLOYEES AND CONTRACTORS FROM ANY DAMAGES OR LIABILITIES ARISING FROM THEIR USE OF THE FACILITIES.
4. **Equipment Condition:** All exercise equipment is for the enjoyment of members. Do not slam or drop weights. If any equipment is deemed unsafe or unusable, it must be tagged and taken out of service immediately. Any malfunctions or repair needs should be reported to the Site Manager as soon as identified. Costs for repairs due to improper or negligent use will be investigated and billed to the party responsible.
5. **Security and Cleanliness:** The Exercise Room must be secured at all times. Wipe down equipment after each use. All trash should be disposed of properly, and loud music is prohibited. Before leaving, users must turn off all lights/fans/TV's and ensure the entry door is securely locked.

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### Acknowledgment

I, \_\_\_\_\_, agree to the policies outlined above and commit to using the facilities in a respectful manner. I understand that a key is required and will be forfeited upon any misuse of the facilities.

I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS, THE MANAGING AGENT, ALL COMMITTEES, AND ALL EMPLOYEES AND CONTRACTORS FROM ALL DAMAGES OR LIABILITIES ARISING FROM MY USE OF THE FACILITIES.

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**Signature of Association Member:**

\_\_\_\_\_ Date: \_\_\_\_\_

**Signature of Association Representative:**

\_\_\_\_\_ Date: \_\_\_\_\_

**Key #** \_\_\_\_\_

**Mobile Number:** \_\_\_\_\_

**Email Address associated with Mobile Pass:** \_\_\_\_\_

**Owner Address:** \_\_\_\_\_