

CARTER PLANTATION COMMUNITY ASSOCIATION WORKOUT FACILITY CONTRACT AND RELEASE

1. The Workout Facility (“Facility”) is for use by members of the Carter Plantation Community Association (“CPCA”) that are in good standing with the CPCA.
2. All persons shall use the Facility at their own risk. Members are solely responsible for the actions of themselves, their family members, and their guests. The CPCA assumes no responsibility for any accident or injury occurring or sustained in connection with the use of the Facility.
3. Members, their spouses, partners, and children and tenants under a written lease agreement with a Member (collectively “User(s)”) must be at least sixteen (16) years old to use the Facility. Children between the ages of twelve (12) and fifteen (15) may use the Facility but must be accompanied by an adult User at all times. Members are allowed to bring guests to the Facility but the guest must at all times be accompanied by the Member. CPCA assumes no risk or liability for anyone using the Facility, especially unaccompanied minors.
4. The Facility will be open twenty-four (24) hours except for necessary closures for maintenance.
5. The Facility is equipped with key access. Only one key shall be distributed for each paying membership of the CPCA so long as the following criteria are met:
 - (i) Member is in good standing with the CPCA, including but not limited to dues and compliance with the CPCA Covenants and Restrictions; and
 - (ii) Member agrees, in writing, to this Workout Facility Contract and Release.
6. Replacement keys may only be issued on the CPCA’s receipt of a \$35.00 replacement fee. Additional keys may be purchased upon the CPCA’s receipt of \$35.00.
7. Users may only use the Facility through use of their key. No one is allowed in the Facility without a functioning (active) key. Users are prohibited from opening the door for a person that does not have a functioning (active) key.
8. Keys are non-transferable. If you sell your CPCA lot, you must return your key to the CPCA.
9. The Facility will be under video surveillance. The CPCA assumes no duty, takes no responsibility, and shall not be liable for items left unattended in the Facility.
10. All food and trash must be discarded in the trash cans before leaving the Facility.
11. Pets are not allowed in the Facility or left unattended outside of the Facility.
12. Glass containers and other glassware are expressly prohibited from the Facility.
13. Music devices are not to be obtrusive to others.
14. Users or guests found misusing the Facility, risking injury to their self or others, or causing damage to the Facility, equipment, furnishings, etc. will be asked to leave the Facility by any User witnessing such action(s). Such misconduct shall be reported to the CPCA. Action may be taken by the CPCA and against the User and guest, including but not limited to civil or criminal prosecution through the judicial system or Sheriff’s office, against any person found to have committed any misconduct in or

to the Facility. More specifically, trespassing, underage drinking, vandalism, theft, destruction or damage to property will be subject to civil and criminal prosecution.

15. The CPCA, its Members and the Users of the Facility, along with their guests, are responsible for helping ensure the safety and protection of the CPCA property and protect other Users of the Facility.
16. Any violation of the terms and conditions set forth herein by a User, Member, their spouse, partner, or child, or their guest may result in (a) the Facility privileges being revoked by the CPCA Board of Directors and/or (b) the assessment of fines commensurate with the violation, including but not limited to the assessment of any charges incurred by the CPCA to repair damage to the Facility.
17. All Users and their guests should consult with their physician regarding their fitness, health, and ability to use the Facility prior to using any equipment within the Facility.
18. Members, including all Users of the Facility and their guests agree to defend, protect, indemnify and hold harmless the CPCA and its officers from all claims, including those arising from the negligence or fault of the CPCA, which arise out of the usage of the Facility. Additionally, Members, including all Users of the Facility, agree to protect, defend, hold harmless and fully indemnify the CPCA for any claim or cause of action whatsoever arising out of the use of the Facility that is brought against the CPCA by the Member, User, or their guest or that are a part of Member's household and/or membership or their families whether such claim arises from the alleged negligence of the CPCA, its employees or agents or Member, User, and/or guest's own negligence.
19. If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full force and effect.
20. This Workout Facility Contract and Release shall be posted within the Facility.
21. By signing below and/or by the use of the Facility, Users agree to be bound by the terms, conditions, and release set forth herein.
22. The CPCA reserves the right to amend this Workout Facility Contract and Release at any given time.

By signing below, I certify that I have read the foregoing and hereby agree to the above terms and conditions on behalf of myself, my spouse, partner, and guests.

Signed: _____ Signed: _____

Print Name: _____ Print Name: _____

Lot No.: _____

If there is anyone else in your household that may use the Facility, please print their name and date of birth below:

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____