



Arbor Creek Association

c/o Crofton Perdue • 111 Marsh Road-Ste 1 • Pittsford, NY 14534

Fitness Center Information and Waiver

Please complete and mail to the address above or fill out electronically on the [Arbor Creek Website](#)

Member Name: _____

****Anyone under the age of 16 must be accompanied by an adult****

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone(s): _____

Date of Birth: _____ Male _____ Female _____

Emergency Contact Name: _____

Phone(s): _____

CERTIFICATE/ACKNOWLEDGEMENT OF RISK

As a condition of my using the Arbor Creek Fitness Center ("Fitness Center") I, the undersigned, hereby certify that I am at least 18 years of age, in good health and that I am physically fit to use the equipment and facilities in the Fitness Center in its AS IS condition. I understand that an attendant WILL NOT be on duty in the Fitness Center and that I must use such equipment and facilities at my own risk and only when I am in good health. I agree to inspect all equipment as best I can before use for any disrepair and report any problems to the Crofton Perdue Associates, Inc. I further understand and acknowledge that the Fitness Center equipment can be dangerous if used improperly, and that it is my responsibility to confer with my doctor or medical advisor as to such proper or safe use. And I agree to insure that the matters addressed here above in this Certificate are true and correct for any family member or other person who uses my key to access the Fitness Center ("Family Member").

WAIVER/HOLD HARMLESS AGREEMENT

For and in consideration of the mutual covenants and agreements in my Fitness Center agreement, I the undersigned, do hereby accept full responsibility for my use, at my own risk, of any and all exercise apparatus, equipment, and other facilities, and related privileges or services whatsoever provided, managed and operated by Arbor Creek Homeowners Association, Inc., ("Association"), I hereby agree to indemnify, defend, and shall forever hold harmless this Association, its members, directors, officers, employees, representatives, its parent, subsidiaries, affiliates, and any of their respective agents from any and all loss, claim, injury, damage or liability sustained, incurred by, or resulting from my use or and family member's use of the Fitness Center and its equipment, and surrounding premises. In addition, I have received and agreed to the Rules and Regulations of the Arbor Creek HOA, the By-laws and Rules and Regulations of the Association. I agree and understand that I am personally liable for the actions of my guests and other invitees.

Furthermore, I do hereby, for myself, my heirs, executors, administrators, successors and assigns, RELEASE AND FOREVER DISCHARGE the Association, its members, directors, officers, employees, attorneys, agents, successors and assigns from any and all present and future claims, demands, actions, causes of actions, suits, damages, losses and expenses of whatsoever kind and nature for or on account of anything that has heretofore occurred, and particularly for or on account of all claims arising out of MEMBER's use and relationship with Association's Fitness Center, or the affiliates or successors or assigns of either.

Member Signature: _____ Date: _____

Guardian Signature: _____ Date: _____

(If member is under the age of 18 years of age)

****ANY ONE UNDER THE AGE OF 16 MUST BE ACCOMPANIED BY AN ADULT****

FOR OFFICE USE ONLY:

ARBOR CREEK HOMEOWNERS ASSOCIATION, INC.

Received by: _____ Date: _____