

Green River Homeowners Association Fitness Center Expanded Hours Program Deposit Form and Waiver of Liability

Deposit Information:

Name of Owner: _____

Property Address: _____

Phone Number: _____

Email Address: _____

Extended Hours Residence Participation Details:

Number of Residents in the home: _____

Number of Residents in the home who will be participating: _____

Name(s) of Residents in the home who will be participating: _____

Deposit Amount: \$250.00

Deposit Payment Method: [] Cash [] Check (Make payable to Green River Homeowners Association)

Check Number: _____

Waiver of Liability:

I, the undersigned, hereby acknowledge that I have voluntarily chosen to participate in the Green River Homeowners Association Fitness Center Extended Hours Program ("Program"). In consideration for being permitted to participate in the Program, I agree to the following terms and conditions:

1. **Assumption of Risk:** I understand and acknowledge that participating in physical fitness activities involves inherent risks of injury, including but not limited to, heart attacks, muscle strains, sprains, broken bones, and other injuries. I voluntarily assume all risks associated with my participation in the Program. Furthermore, I understand and acknowledge that during the hours of accessibility to the fitness center outside of normal business hours, the facilities will be unstaffed and unsupervised.
2. **Release and Waiver:** I hereby release, waive, discharge, and covenant not to sue the Green River Homeowners Association, its officers, employees, agents, and any affiliated individuals or entities from any and all liability, claims, demands, actions, or causes of action arising out of my participation in the Program, including but not limited to, personal injury, property damage, or death.
3. **Deposit Policy:** I understand that the deposit is refundable, but all or a portion of the deposit will be applied towards the total cost of any Association common area damages arising out of my use of the clubhouse facilities during the extended hours program.

4. **Program Rules:** I agree to abide by all rules and regulations of the Green River Homeowners Association Fitness Center during the Extended Hours Program and understand that any violation may result in immediate removal from the Program without refund, as well as, full enforcement of the violation enforcement policy of the Association including additional non-compliance fines and removal of common area facility privileges.
5. **Enforcement:** A record of key fob use is kept. If your key fob was used to gain access after hours, and there is subsequently an incident or damage, you are potentially responsible for the incident or damage. Damage repair cost can be posted to your Association account as a special assessment. The Association can and will use circumstantial evidence to establish liability. Your consent to the same is a condition for enrollment in the Program. A member cannot avoid responsibility or liability by claiming they did not authorize use of their key fob. If someone, authorized or not, uses your key fob to access the facility after hours, you can be held personally responsible for a resulting incident or damage. There are video cameras recording the entrance to the Clubhouse and the fitness center. Your enrollment in the Program constitutes your consent to the recording. The cameras are not actively monitored. The Association may use the recordings in connection with assigning responsibility for an incident or damage.

Participant's Signature: _____ **Date:** _____

Parent/Guardian Signature (if participant is under 18): _____ Date: _____

Please retain a copy of this form for your records.