



**2022 FIREHOUSE FITNESS MEMBERSHIP & WAIVER**  
ACLPOA, 14A157 CANYON CLUB DR, APPLE RIVER, IL 61001

NAME (please print) \_\_\_\_\_ LOT # \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE OF BIRTH \* \_\_\_\_\_

EMAIL \_\_\_\_\_

EMERGENCY CONTACT 1: \_\_\_\_\_ Phone: \_\_\_\_\_

EMERGENCY CONTACT 2: \_\_\_\_\_ Phone: \_\_\_\_\_

**WAIVER, RELEASE & INDEMNITY AGREEMENT FOR FITNESS/EXERCISE ROOM**

**\*Minors under the age of 18 must have parent/guardian initials and signature.**

As a condition of using the Fitness/Exercise Room at Apple Canyon Lake Property Owners' Association, the undersigned, knowingly and voluntarily assumes any and all risks inherent in such activity, including serious injury. Apple Canyon Lake Property Owners' Association encourages you to obtain a physical examination from a doctor before using any exercise equipment or participating in any physical activity. If you engage in any physical exercise or activity or use any Fitness/Exercise Room amenities, you do so entirely at your own risk. You agree that you are voluntarily participating in activities and use of the facilities at the Fitness/Exercise Room and assume all risks of injury, illness or death. Apple Canyon Property Owners' Association is not responsible for any loss of your personal property.

I, the undersigned, know the inherent risks involved in participating in fitness/exercise activities and in consideration for the privilege of using the Association Fitness/Exercise Room and participating in the fitness/exercise activities, agree to fully release, waive, indemnify and hold harmless Apple Canyon Lake Property Owners' Association, Inc., a Not-For-Profit Corporation (hereinafter known as the "Association"), and agree to release, indemnify and hold harmless the Association, its officers, directors, employees, servants or agents from and against any and all liability, losses, accidents, damages or claims of *any* kind whatsoever, including injury or death, or property damage suffered by *any* person, firm or corporation on account of any act, omission or negligence of the undersigned or the Association arising out of, caused by, or in any way connected with, in whole or in part: 1) my participation in fitness/exercise activities at the Association's Fitness/Exercise Room; 2) the sudden and unforeseen malfunctioning of any equipment; and 3) your slipping and/or falling while in the Fitness/Exercise Room or anywhere else upon the Clubhouse, including adjacent sidewalks and parking areas.

\_\_\_\_\_  
(Initials)

I further agree that I will indemnify and hold harmless the Association, its owners, officers, directors, employees and agents against all claims, demands and causes of action including court costs, reasonable attorney's fees, directly or indirectly, arising from any action or other proceeding brought by or prosecuted for my benefit contrary to this Waiver, Release and Indemnity Agreement.

\_\_\_\_\_  
(Initials)



This Release and Indemnity Agreement shall be binding upon my heirs, representatives, agents, successors and assigns.

\_\_\_\_\_  
(Initials)

IT IS EXPRESSLY UNDERSTOOD THAT THIS INDEMNITY, RELEASE AND WAIVER OF LIABILITY AGREEMENT IS INTENDED TO AND DOES, INDEMNIFY AND RELEASE THE ASSOCIATION FOR ACTS, OMISSIONS OR NEGLIGENCE OF THE UNDERSIGNED AS WELL AS ANY ACTS, OMISSIONS OR NEGLIGENCE OF THE ASSOCIATION.

\_\_\_\_\_  
(Initials)

I HAVE READ AND UNDERSTAND THE TERMS OF THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT AND WILLINGLY AND VOLUNTARILY AGREE TO THE TERMS THEREOF.

\_\_\_\_\_  
(Initials)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP.

I HAVE READ THIS RELEASE.

\_\_\_\_\_  
Signature - Father/Mother/Guardian (circle one) Date \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian phone number



*Please detach and keep for reference*

Open daily, 5 a.m. – 10 p.m.

## **Firehouse Fitness Rules**

1. **Membership is free. However, Property Owners must join Firehouse Fitness *annually* by completing Membership and Waiver form at the Association Office. A key code will be assigned and will be good through January 1 of the following year. Members must join each year and will be given the new key code upon completion of waiver.**
2. **Firehouse Fitness members must sign in and have Amenity Tags.**
3. **Property Owners' Guests are welcome but must "join" by completing Membership and Waiver form prior to use.**
4. **This facility is not supervised. Use of the equipment is the responsibility of the member.**
5. **Member is responsible for knowing his/her own limitations.**
6. **No one under 16 allowed without parent or guardian.**
7. **Minors must have parent/guardian signature on waiver.**
8. **Unsupervised use of this facility by children is prohibited.**
9. **Please, no wet bathing suits or bare feet.**
10. **Please keep breakables out of Fitness Center.**
11. **No alcoholic beverages, or food.**
12. **Use at your own risk.**
13. **The "Buddy System" is encouraged.**

**2022 Key Code: \_\_\_\_\_**