



### **Gym Facility Rules, Regulations & Indemnifications**

1. **Introduction:** Each homeowner of Three Lakes Property Owners Association, Inc. (hereafter "Three Lakes") and his or her family members, tenants, guests, and/or invitees are subject to this Rules, Regulations, & Indemnifications. Gym Facility use is governed by the instant Rules, Regulations & Indemnifications; additional Rules & Regulations implemented in the future; Three Lakes' Declaration of Restrictions and Covenants; as well as Three Lakes' Rules and Regulations.
2. **Use Requirement:** Any and all individuals who uses the Gym Facility in any capacity is required to sign and submit to Three Lakes this agreement prior to any use of the Gym Facility. All individuals who utilize the Gym Facility are required to have on their person a valid form of photo identification that must be presented to any board member, Three Lakes' manager, or security personnel who requests same. Any person who is not found on the list of authorized users for the Gym Facility will be denied access to the facility or asked to leave the Gym Facility premises.
3. **Use Suspension:** Use of the Gym Facility may be suspended by a majority vote of Three Lakes' Board of Directors if: 1) there is failure to adhere to any of Rules and Regulations described herein; or 2) a homeowner is more than one (1) month delinquent in payment of maintenance fees.
4. **Tenant Access:** A homeowner's tenant may only access the Gym Facility after the homeowner provides a copy of the lease and a copy of the tenant's valid identification to Three Lakes. After providing Three Lakes with a copy of the lease and a copy of the tenant's valid identification, said tenant shall have all use rights in the Gym Facility that are readily available to homeowners. The use rights of a homeowner of a leased property shall terminate, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the homeowner as a landlord pursuant to Chapter 83, Florida Statutes. Homeowners are jointly and severally liable with their tenant(s) to Three Lakes for any amount which is required by Three Lakes to repair any damage to the Gym Facility resulting from acts or omissions of tenants (as determined in the sole discretion of Three Lakes) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special assessments may be levied against the homeowner's property therefor. Each homeowner is responsible for the behavior and/or actions of his/her/its tenant(s).
5. **Guest/Invitee Access:** Any guest or invitee of a homeowner/tenant shall be accompanied by said homeowner/tenant while they utilize the Gym Facility. Each homeowner/tenant is responsible for the behavior and/or actions of his/her/its guest(s) or invitee(s). There shall be a maximum of three (3) individuals from each household utilizing the Gym Facility at one time. For instance, each homeowner shall have a maximum of two (2) guests accompanying him or her during a visit to the Gym Facility; similarly, each tenant shall have a maximum of two (2) guests accompanying him or her during a visit to the Gym Facility.

6. Age Restrictions: Individuals eighteen (18) years of age and older are permitted to use the Gym Facility without adult supervision. Minors sixteen (16) years of age and older may use the Gym Facility with adult supervision or if such minor's parent or legal guardian releases Three Lakes from liability for such use pursuant to consent form(s) provided by Three Lakes from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the Gym Facility caused by such minors. Minors under the age of sixteen (16) years of age are not permitted in the Gym Facility under any circumstances with one exception. The sole exception where a minor under the age of sixteen (16) years of age will be permitted within the Gym Facility is for use as it pertains to medical rehabilitation with a licensed and insured trainer/therapist so long as the following requirements are met:
  - a. Said minor must be accompanied by one (1) or two (2) adult licensed and insured physical trainers and/or therapists; and
  - b. Prior to access to the Gym Facility the following documents must be provided to Three Lakes:
    - i. A letter executed by the medical doctor who is treating the subject minor. Said letter must be on the doctor's letterhead, include the doctor's medical identification, provide the name of the condition which the minor suffers, explain why the Gym Facility is necessary, state that the condition prevents the child from conducting "normal" or everyday physical activities without assistance, state the time frame for the minor's use of the Gym Facility (i.e., indefinitely, three (3) months, etc.), and contain a copy of the prescription for the therapy; and
    - ii. The physical trainer(s) and/or therapist(s) must provide Three Lakes with a copy of a valid photo identification, valid insurance documents and valid professional license.
7. Personal Training Restrictions: Three Lakes' homeowners and other authorized users of the Gym Facility are entitled to bring a personal trainer to the Gym Facility for the sole purpose of providing the homeowner or other authorized user with personal training services. Said personal trainer shall have professional liability insurance policy in the amount of \$1,000,000.00 or more per occurrence with a minimum \$10,000,000 umbrella. Each personal trainer must, prior to training, present Three Lakes with a copy of its insurance policy, name of resident to be trained, his or her name, address, telephone number, and a list of his or her certifications and licenses.
8. Commercial Use Restrictions: Three Lakes' homeowners, his or her family members, tenants, or other authorized users of the Gym Facility are not permitted to utilize the Gym Facility for his/her/its own commercial use or gain. This includes, but is not limited to: 1) distribution of business cards, flyers, or other media which advertises a good and/or service; 2) performing personal training services within the Gym Facility; 3) selling items of any kind within the Gym Facility; and 4) performing a service of any variety within the Gym Facility.
9. Person and Personal Property: Each homeowner assumes sole responsibility for the health, safety, and welfare of such homeowner, his or her family members, tenants, guests, invitees,

and the personal property of all of the foregoing. Three Lakes shall not be responsible for any loss, theft, or damage which occurs to any personal property used or stored within the Gym Facility. Each homeowner shall be liable for any property damage and/or personal injury which occurs at the Gym Facility, or at any activity or function operated, organized, arranged or sponsored by Three Lakes, caused by any homeowner, his or her family members, tenants, guests, or invitees. Three Lakes shall not be liable for, and all homeowners, his or her family members, tenants, guests, and/or invitees shall assume all risks that may occur by reason of, any condition or occurrence including, but not limited to, damage to the Gym Facility on account of any casualty, water, or the bursting or leaking of any pipes or waste water about the Gym Facility, or from any intentional, negligent, or otherwise-described act of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever. Neither Three Lakes nor any homeowner shall be entitled to cancel these Rules and Regulations or obtain any abatement in assessments, as a result of any such occurrence and/or inability to access or utilize the Gym Facility due to said occurrence.

10. General Usage Rules: All individuals who utilize the Gym Facility shall bring a towel with them at all times to wipe down all exercise equipment after use. All equipment is to be used on a first-come, first served basis. Each piece of cardio equipment is to be used for a maximum of sixty (60) minutes if no one is waiting for it and thirty (30) minutes if someone is waiting for it. All users of non-cardio equipment within the Gym Facility are to share / allow others to utilize the equipment between multiple sets. All individuals who utilize the Gym Facility shall throw refuse into the receptacle. No food is allowed in the Gym Facility. No alcoholic beverages, illegal substances, or intoxicated individuals are permitted inside of the Gym Facility. No smoking is allowed in the Gym Facility. No misuse of gym equipment is permitted. Turn off all lights when leaving the Gym Facility and no one else is inside. Keep all windows and doors to the Gym Facility closed at all times. Conversations are to be kept to a minimum. No voice conversations are to be conducted on cellular telephones within the Gym Facility. Cellular phones are to be silenced within the Gym Facility. Music is to be played via headphones at an audio level which does not have an effect on other individuals in the Gym Facility or any individuals outside of the Gym Facility. No animals are permitted inside of the Gym Facility unless said animals are necessary to support a disability.
11. Attire: Wear exercise-appropriate clothing at all times. A shirt and shoes must be worn at all times. No bare feet, swimwear, or flip flops are allowed within the Gym Facility.
12. Assumption of Risk: Each homeowner, his or her family members, tenants, guests, invitees, or any other individual who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, lease or operated by Three Lakes, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by Three Lakes, either on or off the facilities, shall do so at his or her own risk. EACH INDIVIDUAL SHOULD BE AWARE THAT, AT TIMES, THE GYM FACILITY MAY BE AVAILABLE TO INDIVIDUALS WITHOUT SUPERVISION. EACH AND EVERY INDIVIDUAL SHOULD EXERCISE CARE IN USING THE GYM FACILITY AS EACH INDIVIDUAL HAS ASSUMED ALL RISKS IN USING THE GYM FACILITY. Each homeowner shall be liable for any property damage and/or personal injury at the Gym Facility, or any activity or function operated, organized, arranged or sponsored by Three Lakes, caused by any homeowner, his or her family members, tenants, guests, or invitees.

**13. Indemnification of Three Lakes:**

Each homeowner, his or her family members, tenants, guests, invitees, or any other individual who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, lease or operated by Three Lakes, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by Three Lakes, either on or off the facilities, agrees to indemnify, defend, and hold harmless Three Lakes and its subsidiaries and affiliates including, but not limited to, its Property Manager, officers, directors, partners, guests, servants, agents, employees, affiliates, and attorneys (hereafter, collectively, “Indemnified Parties”) from any and all actions, injury, claims, losses, liabilities, assertions of liabilities, damages, costs and expenses of any kind or nature whatsoever (hereafter “Losses”) incurred by or asserted against any of the Indemnified Parties from the date of execution of this document onward, perpetually, whether direct, indirect, or consequential, as a result of or in any way related to such use of the Gym Facility, its related activities and equipment including, without limitation, use of the Gym Facility by the homeowner, his or her family members, tenants, guests, invitees, personal trainers, and/or the interpretation of these Rules and Regulations, and/or from any act or omission of Three Lakes or of any of the Indemnified Parties. Losses include, without limitation, any claim or claims for bodily injury or death of any persons whatsoever and for any loss or damage whatsoever, for any loss of the means of support and for any loss or damage whatsoever to property. By way of example only and not of limitation, Three Lakes may retain a gym instructor; each individual who participates in any activity with such gym instructor does so at his or her own risk, and shall indemnify the Indemnified Parties as provided herein respecting any such participation.

Each homeowner, his or her family members, tenants, guests, invitees, or any other individual who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, lease or operated by Three Lakes, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by Three Lakes, either on or off the facilities, releases, acquits, and forever discharges Three Lakes and each of the Indemnified Parties from any and all known and unknown causes of action, damages, liabilities, costs, expenses, and claims and demands of whatsoever kind of nature which may be had against Three Lakes or any of the Indemnified Parties.

Should any individual bring suit against Three Lakes or any of the Indemnified Parties for any claim of matter pertaining to the Gym Facility, its related activities and equipment and fail to obtain judgment therein against such Indemnified Parties, the individual shall be liable to such parties for all losses, costs, and expenses incurred by the Indemnified Parties in the defense of such claim or matter including, but not limited to, attorney’s fees and paraprofessional fees incurred pre-trial, at trial, and upon any appeal.

14. Unrecorded Rules: Three Lakes may adopt rules and regulations (hereafter “Rules and Regulations”) from time to time in addition to the general restrictions set forth herein. Such Rules and Regulations may not be recorded; therefore, each Owner and Tent should request a copy of unrecorded Rules and Regulations from Three Lakes and become familiar with same. Such Rules and Regulations may be implemented without prior notice. Such Rules and Regulations are to abide by in addition to the general restrictions set forth herein.

15. Future Rules and Regulations: Three Lakes may amend or add to these Rules and Regulations at any point without notice.
16. The Law that Governs & Severability: These Rules, Regulations, and Indemnifications are governed by Florida law. If any portion of these Rules, Regulations, and Indemnifications is found to be invalid in a court of law or invalidated pursuant to Florida law, the remainder of the document which is not deemed invalid remains valid.
17. Miscellaneous: The terms of these Rules, Regulations, and Indemnifications are contractual, not a mere recital, and enforceable upon execution. Any and all issues pertaining to the Gym Facility are to be addressed to management. This agreement pertains to the legal description described below.
18. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
19. Severability: The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
20. Legal Description of Gym Facility: Tract B-3 of SILVER LAKES SECTION THREE, according to the Plat thereof, as recorded in Plat Book 148, at Page 3, of the Public Records of Miami-Dade County, Florida.

I hereby acknowledge and agree to all of the terms stated herein.

**HOMEOWNER:**

Homeowner Name: \_\_\_\_\_ Homeowner Signature: \_\_\_\_\_

Homeowner Cellular Phone Number: \_\_\_\_\_

Homeowner E-mails: \_\_\_\_\_//\_\_\_\_\_

**TENANT:**

Tenant Name: \_\_\_\_\_ Tenant Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Tenant Cellular Phone Number: \_\_\_\_\_

Tenant E-mails: \_\_\_\_\_//\_\_\_\_\_

Date: \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_