

Woodhill Medical Park Health Club Rules

In consideration of the use of the Health Club, each member using the club facilities agrees as follows:

1. Members of the Health Club shall be Owners of space at Woodhill Medical Park and those licensed medical associates of Owners working within Owners' offices. (i.e. all doctors practicing at Woodhill Medical Park).
2. An Owner's staff and family shall not be members of the Health Club.
3. Each member will have access via an access card. A lost access card will require a \$25.00 replacement fee.
4. An Owner shall not loan his/her access card to staff, family, friends, patients or vendors and shall not allow any of the above access to the Health Club unless accompanied by Owner or another bonafide member.
5. Members shall be responsible for themselves and their guests adhering to all rules and regulations pertaining to membership, locker assignments, etc., and non-adherence to such rules and regulations, after a maximum of three warnings, shall cause a member to relinquish access to the health club facilities for a period of time determined by the Condominium Association Board of Directors.
6. There shall be no exceptions to the above. An Owner who does not wish to exercise his/her membership privileges may not transfer his/her membership to another person.
7. Personal locks may be used on large lockers during use of health club, and must be removed after each use prior to leaving the health club area.
8. The lockers are not to be used for permanent storage of personal items.
9. The Board of Directors or management is not responsible for any items left in the Health Club.
10. The Association reserves the right to terminate, supplement or otherwise modify these Health Club Rules in its discretion and any such modification shall be binding on each member upon receipt by such member of notice thereof.
11. GUESTS OF EACH MEMBER ARE THE INVITEES OF THAT MEMBER AND NOT OF THE ASSOCIATION. EACH MEMBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION (INCLUDING WITHOUT LIMITATION, ITS MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES, ARISING OUT OF OR RESULTING

FROM ANY USE OR OCCUPANCY OF THE HEALTH CLUB OR ANY OF ITS FACILITIES OR EQUIPMENT, BY THE MEMBER, THE MEMBER'S GUESTS OR ANY OTHER PARTY HAVING ACCESS TO THE HEALTH CLUB BY OR THROUGH THE MEMBER OR FOR ANY CLAIM OF ANY THIRD PARTY BASED ON OR CONNECTED WITH THE USE OF THE HEALTH CLUB OR ANY OF ITS FACILITIES OR EQUIPMENT BY THE MEMBER OR THE MEMBER'S GUESTS. THIS INDEMNITY INCLUDES WITHOUT LIMITATION, ANY CLAIMS BASED ON OR ARISING FROM THE NEGLIGENCE OF THE ASSOCIATION, EXCLUDING ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ASSOCIATION. THE PROVISIONS OF THIS INDEMNITY SHALL SURVIVE ANY TERMINATION OF MEMBERSHIP OF THE MEMBER.