

Rockville Tudor Apt. Corp.

ASSUMPTION OF RISK, WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This **ASSUMPTION OF RISK, WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT** ("Agreement") made this ____ day of _____, 20 ____, by and between _____ ("Fitness Center User(s)") and Rockville Tudor Apt. Corp. a New York Corporation, having a business address at c/o Alexander Wolf & Company Inc., One Dupont Street, Suite 200, Plainview, NY 11803 ("Corporation").

WITNESSETH:

WHEREAS, the Co-op provides an opportunity for shareholders/residents and guests to gain access to use the Co-op's Fitness Center and its equipment;

WHEREAS, the Co-op provides an opportunity for shareholders, residents, their family members, and guests to utilize the Fitness Center and its equipment in a private setting without supervision. However, regardless of the care taken, accidents and injuries can occur through no fault of the Co-op;

WHEREAS, physical conditioning and training and the use of the exercise equipment in the Fitness Center, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These risks range from minor injuries such as bumps, cuts and scrapes, to more significant injuries, including, but not limited to broken bones, muscle tears, eye injuries, head injuries, and even death. In addition, there is also the possibility of contracting communicable diseases while using the Fitness Center (hereinafter collectively the "Risks"); and

WHEREAS, Fitness Center User(s) desire(s) to use the Co-op's Fitness Center notwithstanding the Risks.

NOW, THEREFORE, in consideration of the Co-op permitting the Fitness Center User to use the Co-op's Fitness Center pursuant to the conditions and terms of this Agreement, the Fitness Center User(s) agree(s) as follows:

- Fitness Center User(s) agree and acknowledge that he/she/they has/have read the previous paragraphs and know the nature of the activities permitted by the Co-op in the Fitness Center, and understand the demands of those activities relative to his/her/their physical condition and skill level, and further understand and appreciate the types of injuries that may occur or diseases that may be contracted as a result of activities made possible at the Co-op. As such, Fitness User(s) hereby assert that his/her/their participation is voluntary and he/she/they knowingly assume all such Risks described hereinabove.
- **Liability & Release:** In consideration of permission to access the Fitness Center, today and on all future dates, Fitness Center User(s) (on behalf of themselves, their heirs, personal representatives, or assigns, hereby expressly and specifically forever release(s), waive(s), covenant(s) not to sue, and discharge(s) Rockville Tudor Apt. Corp., its Board of Directors, independent contractors, agents, attorneys, managers, and officers, employees and representatives from, of and for, and hereby waive and surrender, liability from any and all past, present and future claims, counterclaims, demands, suits, actions, causes of actions, liabilities, obligations, damages, injuries, of any nature or kind whatsoever, including claims for personal injury or property damage, plus any and all costs, fees and expenses, including attorney's fees, whether arising at law or in equity, under the common law, federal, state, local or other law, in any manner relating to or arising from the access granted to the Fitness Center User(s)) and other rights of the Fitness Center User(s) under this Agreement. This provision includes all claims arising from the negligence of the Co-op.

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- **Indemnification:** The Fitness Center User(s), individually, and on behalf of his/her/their heirs, successors, assigns, and personal representatives, hereby agree(s) to indemnify, defend and hold harmless Rockville Tudor Apt. Corp., its Board of Directors, its attorneys, employees, volunteers, independent contractors, and agents from any and all liability whatsoever with regard to any and all claims made for any injuries (including death), losses, damages, costs or otherwise arising directly or indirectly from or in connection with the Fitness Center User(s) use of the Co-op's Fitness Center pursuant to this Agreement. The Fitness Center User(s) agree(s) to pay all costs and attorney's fees incurred by the Co-op resulting from any such loss, damage, injury, cost or otherwise.
- The Fitness Center User(s) acknowledge(s) and agree(s) that the Co-op need not use reasonable care for the benefit of the Fitness Center User(s) and/or any other parties entering the Co-op, and the Co-op will not be liable to the Fitness Center User(s) for the consequences of any negligent conduct by the Co-op.
- The Fitness Center User(s) assert(s) that he/she/they is/are in good health and possess a sufficient level of physical fitness to enable the Fitness Center User to safely use the Fitness Center and related exercise equipment of same at the Co-op.
- The Fitness Center User(s) authorize(s) the Co-op to administer emergency first aid and CPR when deemed necessary by the Co-op.
- The Fitness Center User(s) authorize(s) the Co-op to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by the Co-op.
- The Fitness Center User(s) agree(s) to assume all costs of emergency medical care and transportation.
- The Fitness Center User(s) acknowledge(s) that it is his/her/their duty to cease exercise and use of the Fitness Center immediately if he/she/they should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains, etc.) when using the equipment.
- The Fitness Center User(s) acknowledge(s) he/she/they have not received a positive test for COVID-19 within the last (30) days and are symptom free of any COVID-19 symptoms for at the later of (a) at least thirty days from the date when the test was taken that revealed the Fitness Center User(s) was/were positive for COVID-19; or (b) at least 2 weeks without any fever or symptoms.
- The Fitness Center User(s) agree(s) he/she/they will, immediately upon learning that Fitness Center User(s) may have been exposed to COVID-19 infection either via close contact with an individual who tested positive for COVID-19 or any other reasonable suspicion of infection, inform the Co-op of this information and will cease using the Co-op's Fitness Center immediately thereafter.
- The Fitness Center User(s) further expressly agree(s) that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York.
- The foregoing provisions shall expressly survive the termination or end of this Agreement.
- **Entire Agreement:** This Agreement comprises the entire understanding of the parties with respect to the Fitness Center User(s) use of the Co-op's Fitness Center as contemplated by this Agreement and may not be changed orally.
- **Illegality:** In case any one or more of the provisions of this Agreement should be

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adjudicated, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

- **Waiver of Jury and Legal Fees:** In the event of litigation under the terms of this Agreement, the Fitness Center User(s) waive(s) his/her/their right to trial by jury. In the event of any breach of this Agreement by the Fitness Center User(s) and/or in the event the Co-op brings any action in law or equity to enforce its rights under this Agreement, the Fitness Center User(s) agree(s) to pay the Co-op its attorneys' fees and costs incurred therein.
- **Governing Law and Venue:** This Agreement is governed by the laws of the State of New York. Any claims or causes of action commenced arising out of this Agreement must be brought in a Court of competent jurisdiction in the County where the Co-op is situated.
- **Acknowledgement of Understanding:** In signing this Agreement, the Fitness Center User(s) acknowledge(s) that he/she/they have read this entire Agreement and fully understand(s) its terms. The Fitness Center User(s) understand(s) that he/she/they are giving up substantial rights, including his/her/their right to sue. The Fitness Center User(s) further acknowledge(s) that he/she/they are signing this Agreement freely and voluntarily, and intend(s) his/her/their signature to be a complete and unconditional release of all liability, including that due to negligence by the Co-op, to the greatest extent allowed by law in the State of New York.
- **Electronic Signatures and Counterparts:** This Agreement may be executed in one or more counterparts and may be exchanged by facsimile or e-mail, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Moreover, signatures which are executed and delivered electronically by e-mail, facsimile or other electronic means shall be deemed originals for all purposes and the Co-op and Fitness Center User(s) waive any objections concerning the enforceability of the Agreement due to the non-existence of a fully executed original Agreement as long as they are in possession of a fully executed copy.

Shareholder ("SH"):

Signature: _____

Name (print): _____

Date: _____

Apt. No.: _____

Fob 1 #: _____

(by management)

If applicable:

2nd Fob: I represent that this fob is only for my use.

Signature: _____

Fob 2 #: _____

(by management)

Guest of Shareholder (if applicable):

Signature: _____

Name (print): _____

Date: _____

Relationship to SH: _____

3rd Fob: I represent that this fob is only for my use.

Signature: _____

Fob 3 #: _____

(by management)