



WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

All participants must fill out and sign this document (PRINT LEGIBLY)

For participants under 18 years of age, participant and parent(s) or legal guardians must sign below

NOTICE: Please read this Document carefully before signing in the presence of an employee, officer, director, or agent of 1717 Ala Wai Association of Apartment Owners. This Document informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and surrender of certain legal rights.

Parent(s) and Legal Guardian(s) (hereinafter, collectively, "parent(s)") of any participating minor (hereinafter sometimes "minor" or "child") shall sign this Agreement. Participating minors (those under the age of 18) shall also sign. "I", "me", "my", or other first person references shall include both the parent and the minor, unless the context requires otherwise. References to "participant" or "participants" include both minor and adult participants.

I, the undersigned participant, request authorization for myself to use the athletic or fitness facilities, including but not limited to the physical training equipments, machinery, the sauna room, and any and all related activities and/or amenities therein, located in the recreational area of the premises at 1717 Ala Wai Boulevard, Honolulu, Hawaii 96815 (hereinafter, collectively, the "Fitness Center"). I acknowledge that the use of the Fitness Center by me is expressly conditioned upon my agreement to each of the terms of this Document.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

Physical exercise and the use of physical training equipments are inherently risky for serious injury. The 1717 Ala Wai Association of Apartment Owners encourages you to obtain a physical examination from a licensed physician and adequate health and accident insurance before using any exercise equipments or participating in any exercise activity.

In consideration of being allowed the use of the Fitness Center, I acknowledge, appreciate, and agree that:

1. The risk of injury from the activities in weight training, cardiovascular exercise, or any activity that involves exertion, as well as the use of the Fitness Center's facilities, such as its exercise equipments, is significant, including the potential for serious bodily injury and illness (including but not limited to sprains, strains, broken bones, concussions, lacerations, abnormal blood pressure, heartbeat disorders, fainting, shortness of breath, chest pain, strokes, heart attack, or even death) and
2. Any and all such risks are compounded in that many and/or physical activity opportunities in the Fitness Center are unsupervised, including but not limited to use of all types of exercise equipments and/or its sauna room; and
3. I KNOWINGLY AND FREELY ENGAGE IN ANY AND ALL EXERCISES AND PHYSICAL ACTIVITY OPPORTUNITIES, SUPERVISED OR UNSUPERVISED, USE ITS EXERCISE EQUIPMENTS, AND USE THE FITNESS CENTER'S FACILITIES AT MY OWN RISK AND ASSUME ANY AND ALL DANGERS AND RISKS INHERENT THEREIN, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of 1717 Ala Wai Association of Apartment Owners, its employees, officers, agents, directors, successors or assigns (collectively, the "Association"), or other participants or visitors of the Fitness Center, and assume full responsibility for my participation;
4. I acknowledge and understand that the Association does not provide medical or any other form of insurance to participants; and
5. The Association will not be held responsible for any loss or damage to my personal property brought to or left in or about the Fitness Center.

STATEMENT AS TO HEALTH AND CONDITION

I certify that I have undergone a physical examination by a doctor who determined that I am in good health and that I have no physical limitations that would preclude my safe use of the Fitness Center and its equipments.

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In further consideration of my being permitted to use the facilities, amenities and/or equipments in the Fitness Center, participant, if he/she is an adult, or parent(s), for themselves and on behalf of their participating minor child:

1. **Agree to release and covenant not to sue the Association**, with respect to all claims, liability, suits or expenses (including attorneys fees and costs), arising out of any injury, damage, death or other loss to me or my child in any way, regardless of negligence, in connection with my/my child's (a) use of any and all amenities and equipments in or about the Fitness Center, (b) the malfunctioning of any equipment and/or (c) my slipping and/or falling while in or about the premises of the Fitness Center, including adjacent stairways and walkways. **I understand that I agree to waive all claims I may have against the Association, and agree that I, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate, will not make a claim or file a lawsuit of any kind against the Association, as a result of any injury, damage, death or other loss suffered by me or my child;**
2. **Agree to indemnify** ("indemnify" meaning protect by reimbursement or payment) **and hold harmless and defend the Association** with respect to any and all claims, liabilities, suits or expenses (including attorney's fees and costs):
 - a. brought by or on behalf of me, my spouse, my child, or a family member, arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's use of any and all amenities and equipments in or about the Fitness Center; or
 - b. brought by a co-participant or any other person, arising out of any injury, damage, death or other loss claimed to be caused, in whole or in part, by my/my child's conduct in the course of using any and all amenities and equipments in or about the Fitness Center.

This waiver of liability, release, and indemnity agreement includes any losses claimed to be caused, in whole or in part, by the negligence of the Association and includes claims for personal injury, property damage, wrongful death, breach of contract or otherwise.

I agree that this Document and all other aspects of my relationship with the Association are governed by the laws of the State of Hawaii. Any portion of this Document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Document and the remaining provisions shall continue in full force and effect.

MEDICAL ATTENTION: I authorize the Association to obtain or provide medical care for me/my child or to transport me/my child to a medical facility. I authorize medical personnel to render such treatment they deem necessary for me/my child's health. I agree that the Association has no responsibility for medical care provided to me/my child and I agree to pay all costs associated with such medical care and transportation.

[SIGNATURE PAGE FOLLOWS]

I have carefully read, understand and voluntarily sign this Document and that I fully understand and agree that by signing below I am contracting away my right to sue and that I WILL BE SOLELY RESPONSIBLE FOR ANY INJURY, DEATH, OR DAMAGE, THAT I MAY SUSTAIN AT OR IN CONNECTION WITH THE USE OF THE FITNESS CENTER and acknowledge that this Document shall be effective and binding upon myself and my family and my heirs, executors, representatives and estate. I sign this Document freely and voluntarily without any inducement.

Participant's Signature

Date

Print Name Here

Apartment No.

Telephone Number

If the participant is under eighteen (18) years of age, the parent and/or legal guardian agrees that, as a parent or legal guardian of the above-named participant, I authorize the minor to participate. I also join in the statements and agreements made by the participant in this Document. I agree that, in the event participant or anyone acting on his or her behalf, should make any claims, I will provide the indemnities described above.

Parent/Legal Guardian Signature

Print Name Here

ASSOCIATION'S STAFF ONLY:

Witness Signature

Print Name Here

1717 ALA WAI FITNESS CENTER'S RULES AND REGULATIONS

WELCOME! The 1717 Ala Wai Association of Apartment Owners (the “Association”) provides athletic or fitness facilities, including but not limited to the physical training equipments, machinery, the sauna room, and any and all related activities and/or amenities (hereinafter, collectively, the “Fitness Center”) for the benefit of its residents (renters and/or apartment owners) and guests. The Association expects its patrons and guests to behave maturely, responsibly and respectfully and therefore insists on your cooperation in observing the following rules and regulations. Before using the Fitness Center and its equipments and amenities, the Association asks that you take the time to review and familiarize yourself with them. Although the Association will take reasonable steps to make its property safe, it cannot protect patrons from the improper conduct of other patrons, guests or visitors. The Association reserves the right to deny guest privileges or suspend or even terminate its residents’ privileges for failure to comply with these rules and take any action necessary to protect the Fitness Center and ensure the safety and enjoyment of the Fitness Center by its residents and guests.

NOTE: From time to time, the Association may find it necessary to amend or add to these rules and regulations or other guidelines deemed necessary for the safety and comfort of our patrons. Please contact the Association’s manager if you have any questions.

Medical Examination: Patrons are strongly encouraged to have a complete physical examination prior to beginning any exercise program and/or using the Fitness Center.

Hours of Operation: 6:00 a.m. – 9:00 p.m.

The Fitness Center is a controlled access facility. Security will monitor the Fitness Center via cameras. Out of courtesy to the 1717 Ala Wai Association of Apartment Owners’ employees, residents and their guests are reminded to exit the Fitness Center by closing time.

General Rules/Admission Policies:

1. All residents may use the Fitness Center. Residents wishing to make use of the Fitness Center are required to sign the Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement. Those who have not registered with the Association and who have not executed the Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement are prohibited from using the facility.
2. Non-residents are considered guests. Residents may bring two (2) guests into the Fitness Center under the following conditions:
 - a. Guests must be at least eighteen (18) years old.
 - b. A valid ID (Driver’s License, state ID or Passport) for guest must be presented to Manager’s office/security desk prior to the guest being admitted to the facility.
 - c. All guests are required to execute the Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement prior to their use of the Fitness Center.
 - d. Residents must accompany their guests at all times in the Fitness Center.
 - e. Residents assume all responsibility for guest’s conduct and safety.

- f. If a guest fails to adhere to the rules and regulations of the Fitness Center, the guest and the resident will be asked to leave.
 - g. Guests must leave with the residents. No unsupervised guests are allowed at any time.
- 3. The Fitness Center and its equipments/amenities are restricted to residents thirteen (13) years of age and over and their guests. The Association requires that residents under 18 years of age be accompanied by an adult resident at all times while in the Fitness Center. See section entitled “Age Restrictions” below.
- 4. Proper attire is required for Fitness Center use. See section on “Attire and Footwear” below for further details.
- 5. To ensure a comfortable atmosphere for everyone, please be courteous and respectful of others. Please refrain from any loud or abusive language.
- 6. Disorderly conduct, abuse or misuse of the facility or its equipment, or disregard for the Fitness Center’s policies will result in prohibition in the use of the facility.
- 7. Alcohol, smoking, or illegal drugs (steroids, inhibitors, etc.) is not permitted. The use of any type of tobacco products, including smokeless tobacco, within the Fitness Center is prohibited.
- 8. No food or beverages, except drinks in non-breakable, spill-proof containers, are allowed in the Fitness Center. No chewing gum in the Fitness Center.
- 9. Adjustments to air conditioning, fans, and other equipments will be made by staff members only. Please ask for assistance from a staff member should adjustments be necessary.
- 10. Cup, paper, and trash should be disposed of in the proper receptacles.
- 11. The Fitness Center door must remain locked at all times, please do not prop it open or open the door for anyone.
- 12. Cell phones are prohibited from use in the Fitness Center.
- 13. Animals are not permitted in the Fitness Center. Only service-related animals are allowed in the Fitness Center.
- 14. The Association’s staff members are not allowed to show or demonstrate to residents and/or their guests on the use of the Fitness Center’s equipments.
- 15. Residents and guests should consult their physician before using the Fitness Center and its equipments.
- 16. Residents and guests must not use the facilities with any medical condition, including open cuts, abrasions, sores, infections, maladies or inability to maintain personal hygiene, if such a condition poses a direct threat to the health or safety of themselves and others.

Age Restrictions: Children over the age of thirteen (13) are allowed to use the Fitness Center with the supervision of an adult. No children are allowed unsupervised in or around the Fitness Center. No one under thirteen (13) years of age is allowed to be in the Fitness Center or use the equipments. Children cannot be left unattended outside the Fitness Center.

Both minors and parent(s) or legal guardian(s) must complete the Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement prior to the use of the Fitness Center by the minors.

Attire and Footwear: Individuals must be properly attired in standard workout clothes while in

the Fitness Center. Shirts must be worn at all time and fitness shoes are mandatory.

The following dress code is strictly enforced at all times. Anyone not following the dress code will be asked to leave – ***no exceptions!***

1. Clean, untoned clothing is mandatory for hygiene and safety reasons.
2. Cotton tank tops, bra tops, string tank tops, cut out t-shirts and any top that does not cover the entire back are not allowed. Button down shirts also are not allowed because they have buttons or rivets that can tear the padding on equipment. Inappropriate attire includes: A-style tank tops (beater tanks), racer back tanks, cut up shirts (those with large holes on the sides), and mesh shirts. Only unaltered t-shirts and sleeveless shirts, which cover the entire stomach, chest and back, are allowed.
3. Athletic bottoms also must be worn, not jeans, which have buttons or rivets that can tear the padding on equipment. Sweats, modest shorts and similar items are considered appropriate attire. Inappropriate attire includes: extremely short shorts, jeans, and carpenter style pants.
4. Appropriate shoes must be worn at all times: tennis or athletic shoes. Inappropriate shoes include: cleats, sandals/flip flops, steel-toed boots, any open toe, dress and non-athletic shoes.
5. No earrings larger than a quarter may be worn and necklaces must remain underneath the t-shirt. However, it is recommended that rings and jewelry be removed to prevent possible bodily injury.

The Association reserves the right to determine whether or not attire is unacceptable. Anyone in violation of the dress code policy will be asked to leave. Repeat offenders may lose all Fitness Center privileges.

Cardiovascular and Strength Areas:

1. Patrons using equipment in this area do so at their own risk.
2. No bags are allowed on the workout floor. Please store personal belongings on designated rack. THE ASSOCIATION AND ITS STAFF ARE NOT RESPONSIBLE FOR PERSONAL BELONGINGS. See “Lost Articles” section below.
3. Patrons should replace all free weights on appropriate racks after use.
4. All weight equipment should be handled in a responsible manner. Please refrain from slamming or dropping weights. Abuse of equipment will not be tolerated.
5. Be courteous and refrain from loud language and excessive talk. Always be aware of your surroundings, don’t play around.
6. In consideration of others and to protect the equipment, please wipe down equipment after use with the cleaner provided.
7. Always carry a workout towel.
8. Do not sit on equipment between sets.
9. Misusing the equipment can result in injury and/or damage to the equipment; follow directions and instructions. See “Equipment” section below.
10. Please report any and all problems with machines or equipments on the

maintenance log located in the Fitness Center. Reported issues will be address as soon as possible.

11. Only the Association's approved fitness trainers are allowed (current copies of certifications and insurance must be provided).
12. Wet swimming suits or other wet apparel are not permitted on the workout floor of the Fitness Center.

Equipment: All equipments must be used in the manner for which they are designed. The Fitness Center has signs displaying proper forms and techniques on all the equipments. Improper technique during exercise can cause injury or undue soreness. Again, staff members are not allowed to show or demonstrate to residents or their guests on the use of the equipment. The equipment should not be used no longer than thirty (30) minutes when others are waiting to use the same machine. If the equipment is used in any other way than what it is designed for, this will constitute a violation of the Fitness Center policy. Residents are responsible for any expenses incurred as a result of their or their guests' damage to the Fitness Center and its property. All equipments should be wiped down with the cleaning materials provided by the Association.

Sauna Room:

1. Appropriate swimwear must be worn while using the sauna. Patrons must sit on a towel when using the sauna.
2. Please allow at least five (5) minutes after workout to cool down before entering the sauna. Please shower before entering the sauna.
3. Sauna users must be eighteen (18) years of age or older. Youth 13-17 years may use the sauna if accompanied by an adult. Children under thirteen (13) years of age are not allowed in the sauna.
4. Pregnant women and persons with respiratory, cardiopulmonary problems, or other health concerns should consult a physician before using the sauna.
5. For your safety, limit use of the sauna to no more than fifteen (15) minutes. Prolonged usage may result in nausea, dizziness or fainting, and may be dangerous to your health.
6. Do not place suit or towels in the sauna to dry.
7. Remove all metal jewelry before using the sauna.
8. Patrons with open wounds or infectious diseases are not permitted in the sauna.
9. The use of body oils or food products is not permitted.
10. Personal grooming is prohibited.
11. DO NOT use the sauna while under the influence of alcohol or drugs.
12. No food or drink is allowed in the sauna.
13. The sauna door must remain closed at all times.
14. Guests are not to use the sauna unless accompanied by an adult resident.
15. Do not attempt to change sauna temperature.
16. __ person maximum in the sauna.

Lost Articles: The Association and its staff assume no responsibility for personal belongs and/or lost or stolen articles. Staff members are not permitted to hold valuables for individuals using the Fitness Center. Please turn in items found to the Manager's office and/or security desk.

Items not claimed within thirty (30) days will be discarded. Inquiries regarding lost items should be made at the Manager's office. Do not bring valuables to the Fitness Center.

Exercise Etiquette: Personal audio equipment must be used with headphones; boom boxes are not allowed. Feel free to watch television while in the Fitness Center. The remote will be attached to the TV set and is not to be removed. Staff members reserve the right to change the channel from anything that may be deemed inappropriate for the facility or its residents.

Allow others to work on weight equipment and be courteous of those waiting during peak times. Please replace all dumbbells and plates on the appropriate racks when finished. Please wipe perspiration off equipment after use.

**PATRONS NOT ADHERING TO THESE RULES AND REGULATIONS MAY BE
ASKED TO LEAVE. THE ASSOCIATION RESERVES THE RIGHT TO REVOKE
THE FITNESS CENTER PRIVILEGES TO ANYONE WHO VIOLATES THE RULES.**