

## Wellington of Flower Mound Athletic Club Access Card Use and Acknowledgement of Risk



WELLINGTON  
OF  
FLOWER MOUND  
Residential Association

1. As a member in good standing in the Wellington of Flower Mound Residential Association, Inc. (WFMRAI), I am entitled to full use of the Wellington Athletic Club (WAC) Facilities; therefore, in consideration of being allowed to participate in the activities and programs of the WAC and to its exercise facilities, equipment and machinery, I do hereby waive, release and forever discharge WAC, WFMRAI, and their parents, subsidiaries, directors, officers, agents, employees, representatives, contractors, executors, successors and assigns and all others acting on their behalf from any and all responsibilities or liabilities for injuries, disease or damages resulting from my participation in any activities or my use of equipment or machinery in the above-mentioned facilities or arising out of my participation in any activities at said facility. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of the WAC or the use of any equipment at the WAC.
2. I understand and am aware that strength, flexibility and aerobic exercise, including the use of exercise equipment and machinery, is a potentially injurious and potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury and death.
3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs of the WAC or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the advisability of having my physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and/or use of equipment and machinery without the approval of my physician's permission, and do hereby assume all risk and responsibility for my participation and activities, and utilization of equipment and machinery in my activities.
4. I hereby acknowledge that the WAC is not staffed during all hours of operations and that there are times when a representative of the WAC or WFMRAI may not be present.
5. I hereby agree to abide by any and all rules of the WAC that currently exist or may be promulgated by WFMRAI in the future. Said rules will dictate behavior, hours of operation, attire, use of the facility and equipment. Failure to abide by the rules of the WAC are grounds for seizing or deactivating my Access Card.
6. I acknowledge that upon completion of an orientation course conducted by a designated representative of the WAC, I will be provided an Access Card to be used to enter the WAC. A maximum of two (2) cards are available to residing household members upon the purchase of a home. Additional cards may be purchased for a cost of \$25.00 each (plus service charge if paying by credit card) for qualifying household members. Access cards may be seized or deactivated by the WFMRAI for failure to pay dues or for inappropriate conduct by any family member or guest while using the facility. **Lost or stolen cards** must be reported to the fitness director or manager immediately. Replacement cards may be purchased at a cost of \$25.00 (plus service charge if paying by credit card).

7. I hereby acknowledge that the WAC is equipped with an **Automated Security System** and that failure to exit the building at the designated closing hours may cause the alarm system to be activated. Any charges from a governmental or security agency, will be the responsibility of the party activating the alarm.
8. I hereby agree to be responsible for the behavior and liable for any damage caused by me, members of my family and any of the guests authorized to use the club. All guests shall be accompanied by a resident.
9. I hereby acknowledge that I have read and understand the **Privacy Rights and Commitments to Confidentiality** statement.