



**Legacy Park Community Association, Inc.**  
*A Georgia Nonprofit Corporation*

**Legacy Park Access Card Agreement**  
**\*\*Please sign back (or page 2) for Fitness Center\*\***

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**AGES 16 – 17**

1. This card is for you to use and no one else. If anyone is caught using your card, you will lose your privileges for 30 days or as otherwise determined by the Board.

***Please initial*** \_\_\_\_\_

2. No guests, children or personal trainers are allowed in the fitness center. If you are going to the fitness center with another resident, you must both swipe your access card at the door. ***Please initial*** \_\_\_\_\_

3. Do not punch a hole in your electronic card or it will deactivate it. Make sure you have your card with you at all times. If you are on common area property without your card, you will be asked to leave. ***Please initial*** \_\_\_\_\_

4. I understand that I can only have **1 guest** anywhere on Legacy Park common property. I must be present with my guest at all times. ***Please initial*** \_\_\_\_\_

5. I understand that I am not allowed to open the pool gate or give the code to anyone. I must also be present with my guest at all times.

***Please initial*** \_\_\_\_\_

6. I understand that no guests, children or personal trainers are allowed in the fitness center. I understand I am also not allowed to open the door for anyone unless it is a medical emergency. ***Please initial*** \_\_\_\_\_

7. I understand that if I lose my card, a replacement card is \$10.00.

***Please initial*** \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_



**LEGACY PARK COMMUNITY ASSOCIATION, INC.  
EXERCISE FACILITY USE  
RELEASE AND ACKNOWLEDGMENT**

This Release and Acknowledgment is made on the date noted below by the undersigned member(s) of Legacy Park Community Association, Inc., in favor of the Association, its officers, directors, agents, managers, employees and members. In consideration of the Association's agreement to permit me to use the Association's exercise room, equipment and facilities, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree and acknowledge, on behalf of myself and my successors and assigns, as follows:

1. I acknowledge that Association rules permit use of the facility by adults or, with consent of all parents, a minor 16 years of age or older. I acknowledge that I am at least **16** years old and understand that **no person under age 16 may be in the exercise facility.**
2. I understand that the Association is making an accommodation for me in allowing me to use the Association's exercise equipment and facilities for unattended or unsupervised exercise. **I am not authorized to have or bring any guests or other people to the exercise facilities unless approved in writing by the Association's managing agent and such person/people has/have executed a Release Agreement like this in favor of the Association;**
3. I understand that exercise and physical activity poses inherent risks. I will consult with my physician or medical provider as appropriate before any strenuous exercise or activity. I acknowledge by execution of this Release and use of the facilities that I am physically fully capable to safely conduct strenuous activity and any exercise that I undertake. I assume all responsibility for my conduct, health and safety using the Association's exercise facilities and equipment, except as provided herein;
4. I agree that my use of the facilities and equipment will be for the purposes for which such facilities and equipment are designed, in full compliance with all published regulations of the Association, and with customary safe and lawful practices. I understand that the exercise facilities are under video surveillance at all times and agree to this;
5. The Association, its officers, directors, members, agents and employees ("Released Parties") are not responsible or liable for any accident, injury, harm or other loss that might occur to me resulting in any way from, or in connection with, the use of the Association's facilities and/or equipment for the purposes contemplated herein, except such as may be caused by the sole gross negligence or willful misconduct of the Association; and
6. I hereby forever and fully remise, release, acquit, discharge and indemnify the Released Parties of and from any and all causes of action, claims, suits, counterclaims, damages and demands of whatever kind and nature, known or unknown, anticipated or unanticipated, related to use of the Association's exercise facilities and equipment, except as may be caused by the sole gross negligence or willful misconduct of the Association.
7. I understand that use of Association facilities is a privilege which may be revoked at any time by the Association's Board of Directors at its discretion or for any reason, including but not limited to, violation of any of the above-mentioned items; allowing unauthorized guests or persons to use the facilities; violation of any facilities rules; engaging in indecent, harmful or illegal activities; or exhibiting irresponsible behavior of any kind including, but not limited to, any actions which could result in personal injury or result in damage to the facility.

I hereby execute this Release on the date written below.

<p>_____</p> <p>Witness</p>	<p style="text-align: center;">X _____</p> <p style="text-align: center;">Signature of User</p>
<p>X _____</p> <p>Date</p>	<p style="text-align: center;">X _____</p> <p style="text-align: center;">Printed Name of User</p>
<p>X _____</p> <p>Legacy Park Address</p>	<p style="text-align: center;">X _____</p> <p style="text-align: center;">Signature &amp; Printed Name of Parent of Minor Child</p>
<p>X _____</p> <p>Phone Number</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature &amp; Printed Name of Parent of Minor Child</p>

**ALL PARENTS OF A MINOR CHILD MUST SIGN ABOVE AGREEING TO ALL TERMS ABOVE INDIVIDUALLY AND ON BEHALF OF MINOR CHILDREN**