

# BULL RUN SWIM & RACQUET CLUB, INC.

## EXERCISE ROOM USE AGREEMENT

RESIDENT'S NAME(S) –PRINT

DATE

We are pleased to allow you the use of the Exercise Room of the Club House located at 8101 Seymour Road, Manassas, Virginia 20109 during the hours set forth in this Agreement.

Bull Run Swim & Racquet Club, Inc. (hereinafter referred to as the "Association") and the undersigned member (hereinafter referred to as the "Member") hereby agree to the following terms and conditions of this Agreement:

1. Use is defined as the use of the specific facilities hereinafter described between 5:00 a.m. and 11:00 p.m., Monday through Sunday.
2. The Member and his/her guest will be allowed the use of only the Exercise Room and Restrooms and no other facilities of the Club House.
3. **The Member, his/her guests acknowledge that no staff will be provided by the Association for use of the Exercise Room. The Member and his/her guest agree to assume the risk of using the Exercise Room facilities without staff supervision or assistance.**
4. The Member, his/her guest agree to exercise due care and diligence in using the Exercise Room facilities and the Member also agrees that the furniture, appliances, fixtures and appurtenances, including but not limited to any and all exercise machines and weight-lifting equipment in the Exercise Room, are under his/her control and therefore, the Association is not liable to the Member or his/her guest for any damage whether to person or property caused by the failure of any plumbing, heating, sewage, electricity, water or gas systems or for the failure of any other fixture or appurtenance including but not limited to the exercise machines and weight-lifting equipment and facilities located in the Exercise Room.

In addition, the Member agrees to indemnify and hold Bull Run Swim & Racquet Club, Inc. harmless and without fault or liability for any loss or damage, direct or indirect, personal or property, of any description whatsoever incurred during the use of the Exercise Room.

5. **A \$15.00 fee upon receipt of the security card Check or Money Order. There are no refunds for this fee** this card shall in no way be loaned to any other person(s) outside of the Member's immediate family. This will result in the immediate loss of said Member's privileges for use of the Exercise Room. The Member must notify the BRS&R Club Management immediately if the card is lost or stolen at (703) 369-4502. **A \$30.00 replacement fee for new security card Check ,Money Order or credit card there are No Refunds for this fee**
6. All Members using the Exercise Room must vacate the premises promptly by 11:00 p.m. as the security system will be energized.
7. The Member further agrees that he/she shall indemnify Bull Run Swim & Racquet Club, Inc. for any and all costs or expenses, including but not limited to attorney's fees, that are incurred by the Association arising out of any claim filed against it by the Member or his/her guest.
8. This Agreement shall in no way limit or narrow the coverage of the Club House Agreement and any provisions contained therein.
9. No member under the age of 17 shall be permitted in the Weight Room, unless accompanied by a parent or guardian.

### BULL RUN SWIM & RACQUET CLUB, INC.

ACCEPTED: \_\_\_\_\_

MEMBER SIGNATURE

BY: \_\_\_\_\_

REPRESENTATIVE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
MEMBERSHIP CARD #

\_\_\_\_\_  
TELEPHONE