

London Terrace Towers Health Club Membership Registration

Name _____

Address _____ Apt _____

Phone _____ Email _____

Start Date: _____ End Date: _____

I request to be as a member of the London Terrace Towers Health Club & Pool located at 465 West 23 Street and agree that such membership shall be on the following terms and conditions:

- 1) Membership is strictly limited to bonafide residents of the block bounded by Ninth Avenue, Tenth Avenue, West 23rd Street and West 24th Street. The membership of the undersigned may be revoked if, at the sole discretion of London Terrace Towers Owners Inc., it is determined that (a) the membership of the undersigned was wrongly obtained, (b) because of a change in membership standards by London Terrace Towers Owners Inc., (c) the undersigned has violated the rules as described both in this document and in the London Terrace Swim and health Club Rules and Regulations, (d) the member moves from the Block described above, or (e) maintenance accounts are in default.
- 2) No person shall participate in a physical conditioning program that uses the pool and/or club facilities if he or she has a disability, impairment, or ailment which would be adversely affected by such program. No person who is over the age of 35 or has a history of high blood pressure or cardiac problems shall undertake a program of physical conditioning or exercise using the pool and/or health club facilities unless such a program is approved by their physician.
- 3) Use of the pool and/or club is subject to the rules and regulations promulgated by London Terrace Towers Owners Inc. The rules may be revised from time to time at the sole discretion of London Terrace Towers Owners, Inc. The rules are promulgated, in part, to ensure the safety of the persons using the pool and health club. The undersigned shall at all times comply with the rules that are in effect and shall cause their family members, invites and other persons (collectively, "Third Parties") to whom they may give access to the pool and/or club to comply with the rules.
- 4) The undersigned assume all risks involved in their violation of the rules, and agree not to make any claim against London Terrace Towers Owners Inc., London Terrace Towers Condominium, Douglas Elliman Property Management, Board of Managers, Board of Directors, officers, shareholders, partners employees, agents or contractors for damages to person or property sustained by reason of their violation of the rules. The undersigned acknowledge having received a copy of the rules currently in effect.
- 5) To the fullest extent permitted by law, the undersigned waives all claims against the indemnities for damage to person or property related to the undersigned's use of the pool and/or health club, if and to extent, such damage is covered by the undersigned's own insurance.
- 6) To the fullest extent permitted by law, the undersigned shall hold the indemnities harmless from and against any and all liability, cost and expense (including, but not limited to, attorney's fees and disbursements) incurred due to violation of this agreement by the undersigned or by Third Parties, and the undersigned shall reimburse the Indemnities for the same on demand. In addition to all other remedies available by law, any and all amounts owed pursuant to this agreement shall be deemed to be additional maintenance (rent) which is immediately due and payable under any proprietary lease between the undersigned and London Terrace Towers Owners Inc. And the undersigned's failure to pay such amounts when due, shall constitute a material default under such lease.
- 7) The undersigned understands that the membership is neither refundable nor transferable. Misuse will result in revocation of membership without refund.
- 8) The undersigned assumes full responsibility for any injury or damages which may occur to themselves or any guest in the Health Club or by reason of the use of the equipment.

Signature _____ Date _____