The Sterling Fitness Center Rules and Regulations

The following rules shall be observed by all eligible users of the Fitness Center:

INDIVIDUALS USING THE FITNESS CENTER DO SO AT THEIR OWN RISK AND ARE REQUIRED TO SIGN THE LIABILITY WAIVER ATTACHED PRIOR TO USING THE FITNESS CENTER.

NEITHER THE STERLING CONDOMINIUM ASSOCIATION, INC., nor the employees, agents, officers, management company or directors representing The Sterling Condominium Association, Inc. will be responsible for the loss, damage or destruction by fire, theft or otherwise of any personal property brought into the Fitness Center or for bodily injury or death occurring in the Fitness Center.

The following Rules and Regulations have been adopted by the Board of Directors of The Sterling Condominium Association, Inc. shall govern the use of the Fitness Center.

Eligible Users:

- Only residents of the The Sterling Condominium or their guests are eligible to use the Fitness Center ("Eligible Users").
- Children that reside at The Sterling Condominium that are under that age of 13 are not permitted in the Fitness Center with or without an adult and children over the age of 13, but under the age of 18, that reside at The Sterling Condominium are eligible to use the Fitness Center only when accompanied by an adult resident of The Sterling Condominium.
- Each Eligible User may gain access to the Fitness Center only through his/her key.
- No Eligible User shall grant access to the Fitness Center to any third party as use of the Fitness Center is not transferable by an eligible user and guests of Eligible Users are not permitted in the Fitness Center.
- Eligible Users under the influence of drugs or alcohol are not permitted to enter or remain in the Fitness Center.
- Personal trainers or instructors other than those approved in advance and in writing by The Sterling Condominium Association, Inc. are not permitted in the Fitness Center.

Capacity:

- No more than eleven (11) people may use the Fitness Center at any one time. State or local temporary restrictions on health or fitness center capacity will supersede this limit.

Hours of Operation:

- The Fitness Center is available to eligible users at all times.

The Sterling Fitness Center Rules and Regulations (continued)

Attire:

- All Eligible Users shall wear appropriate (e.g. t-shirts, sweatshirts, leotards, shirts and sneakers) gym attire (including appropriate footwear) when using the Fitness Center equipment and facilities. Bathing suits, sandals, thongs, robes, slippers etc. are not appropriate attire for the Fitness Center.

Care:

- Each Eligible User must thoroughly clean the equipment after use.

- An Eligible User shall use equipment only for reasonable time periods and shall not use any equipment for longer than 30 minutes when other Eligible Users are waiting to use such equipment.
- Eligible Users may not mark, damage or vandalize any property belonging to or located in the Fitness Center and shall not remove any property form the Fitness Center.

Safety and General consideration for the Fitness Center:

- No Eligible User shall participate in appropriate or offensive behavior in any part of the Fitness Center.
- Neither smoking, food, gum, chewing tobacco, pets, strollers nor carts are allowed in the Fitness Center.
- Music may be played only with devices with individual headsets.
- All applicable regulation of all state and federal agencies having jurisdiction are considered part of these rules and regulations.

Penalties for Non-Compliance:

- The cost of any property damage or loss shall be charged to eligible User Responsible for the damage.
- Each Eligible User shall be responsible to read the Rules and Regulations governing the fitness center and shall comply with all Rules and Regulations in effect. The Board of Directors shall have the right, but not the obligation to suspend immediately the privileges of any Eligible User who does not follow these Rules and Regulations.

The Sterling Fitness Center

Use Agreement and Waiver

As a condition of utilizing The Sterling fitness center, I/we, the undersigned unit owner(s) or resident(s) each hereby agree that I/we do so at my/our own risk and expense, and that l/we hereby expressly release, waive and hold harmless, THE STERLING CONDOMINIUM ASSOCIATION, INC. and its respective agents, officers, management company and/or directors of each of the foregoing (collectively referred to hereinafter as the "Released Parties") from and against any and all liability or claims resulting from injuries (including death) to me/us sustained while in or utilizing The Sterling Fitness Center, regardless of the injury's cause. Except to the extent covered by insurance, l/we further expressly agree, on behalf of my/our heirs, successors, and assigns, to fully indemnify and reimburse the Released Parties for any and all costs and expenses incurred by any of the Released Parties as a result of any injury sustained or caused arising out of my/our use of The Sterling Fitness Center, including any legal costs, attorney's fees and other such costs incurred by the Released Parties to defend such action.

l/we further recognize that l/we are solely responsible for any determination of my/our physical condition and state of health relative to the appropriateness of my/our use of the Fitness Center. l/we also understand that prior to undertaking any exercise program; it is recommended that a physician be consulted in order to fully understand the risks that are involved. l/we hereby represent that l/we carry my/our own health insurance or that l/we am/are a member(s) of a Health Maintenance Organization (HMO) and that l/we agree that l/we will make any and all claims which may arise as a result of my/our use of The Sterling Fitness Center in the case of, or in the event of injury to me/us against said insurance or HMO. My/our insurance policy and/or HMO coverage in effect at the time of the incident will be considered my primary insurance or primary coverage.

Furthermore, l/we agree to utilize all equipment in a safe and proper manner and abide by all The Sterling Rules and Regulations, including any future modifications, rules and regulations posted in the facility, or as otherwise promulgated from time to time. Additionally, I/we understand that l/we are fully responsible for any damage to the facility or its contents as a result of my/our behavior.

Owner/Tenant Signature(s) _____

_____

The Sterling Unit Number_____ Date_____

Please return completed form via Email to: clientservices@Huntmanagement.com