

HEALTH CLUB & POOL REGISTRATION FORM

(All residents and their guests must read and sign before using the Health Club/Pool)

1. Any owner of a Unit in the Brook House Condominium (the "Condominium") who has obtained a club pass shall be deemed a Health Club Member (a "Club Member). Club Members, their families and guests (collectively, the "Users") shall have the right to use the Brook House Health Club, Swimming Pool and facilities incident thereto (collectively, the "Facilities") at their own risk and subject to the conditions set forth herein. Each User hereby assumes all risks and responsibilities incident to use of the Facilities.
2. In consideration of and as a condition to Brook House Condominium Trust (the "Owner") allowing the Users to use the Facilities, the undersigned waive, relinquish, and release all unit owners of the Condominium, the Owner, its trustees, officers, agents, employees, successors, and assigns (collectively, the "Releasees") from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs, and expenses (including attorneys' fees and disbursements) of any and every kind or character, known or unknown, including, without limitation, for personal injury and suffering, which the undersigned may have or which may hereafter accrue to any of them, by reason of or arising out of the use of the Facilities by the undersigned, its family and guests. The undersigned shall defend, indemnify and hold harmless the Releasees from and against any loss, claim, liability, suit and expense (including, without limitation, attorneys' fees) of any nature whatsoever arising in any manner whatsoever in connection with or as a result of the use of the Facilities by the undersigned, its family and guests.
3. The Owner reserves the right, in its sole and absolute discretion, to restrict the admission of guests by any Club Member. Non-residents of the Brook House will not be allowed to use the Health Club or Pool under any circumstances unless such non-residents are accompanied to the Health Club or Pool by the resident. Positive identification of a Club Member will be required at the time of issuance of a guest pass.
4. The undersigned agree to abide by the rules set forth on this Registration Form and any rules and regulations (the "Rules and Regulations") now or hereafter adopted by the Owner and agree to cause any other Users to abide therewith. The undersigned understand and agree that its permission to use the Facilities may be revoked by the Owner at any time with or without cause.
5. In signing this Registration Form, the undersigned acknowledge and represent that I/we (a) have fully informed ourselves of its contents by reading it before signing it; (b) understand what it means; (c) sign this document as our free act and deed, in full recognition and appreciation of the dangers, hazards and risks associated with use of the Facilities; (d) are fully competent to sign this Agreement; (e) execute this release for full, adequate, and complete consideration fully intending for our estate(s), heirs, administrators, personal representatives, or assigns to be bound by the same; (f) acknowledge that a physician has been consulted regarding use of the Facilities; and (g) understand that some of the exercises to be undertaken while utilizing the Facilities may not be recommended for persons whose weight exceeds the recommended maximums, or have high blood pressure, cardiovascular problems or any other physical condition which would be aggravated by physical exercise. No representations, statements, or inducements by the Owner or its agent have been made.
6. The terms of this Registration Form shall be construed in accordance with the laws of The Commonwealth of Massachusetts. If any of its terms or provisions shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected thereby.