

RELEASE OF LIABILITY AND INFORMED CONSENT

In using any fitness equipment in the Fitness room provided by RAC Investment Group LLC, a California Limited Liability Company (Landlord), the undersigned tenant(s) acknowledge(s) that there is a potential risk of injury and that the advice of a qualified professional should be sought for instruction on use of or side effects from use of any of the equipment.

In consideration of these factors, the undersigned acknowledges the existence of physical risk in connection with use of the equipment and agrees to accept the responsibility for any injuries sustained therefrom and from possible medical disorders, such as heart attacks, stroke, heat stress, strains, sprains, fractures or death. The undersigned has informed all members of his/her household of this release and agreed to abide by the rules of the Fitness Room in exhibit A. The undersigned further agrees to inform all visitors and guests who wish to use the fitness equipment that they are bound by this release and the rules.

The undersigned acknowledges that Landlord recommends that all fitness room users undergo a complete physical examination, administered by a physician.

\_\_\_\_\_ I have chosen to undergo a medical examination by a physician of my choice.

\_\_\_\_\_ I am presently healthy and have chosen not to undergo a medical examination by a physician of my choice.

I certified that I have read and understood the contents of this release and that it is my intention, by signing this Release, that same be binding not only for me, but upon my household. I hereby discharge RAC Investment Group LLC, Pinedera Homeowners Association, Pinewave Development Group Inc and its owners, officers, agents and employees from any and all liability for injuries or damages resulting from any use of the fitness equipment and related facilities.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Print Name

Tenant: 120 So El Camino Real Unit # \_\_\_\_\_  
Millbrae, CA 94080

## **Exhibit A: Rules For Using the Fitness Room and Equipment**

1. Use Equipment At Your Own Risk.
2. Management Assumes No Liability For Injures Or Accidents.
3. Persons Under 18 Must Be Accompanied By A Parent Or Legal Guardian.
4. Fitness room shall not be used for any other purpose.
5. Consult Your Physician Before Beginning Any Exercise Program.
6. Use The Equipment Only For Its Intended Purpose.
7. Please Wipe Off Equipment After Use.
8. Appropriate Fitness Attire Must Be Worn.
9. Do Not Exercise While Impaired By Alcohol Or Drugs.
10. 30 minute Limit on cardiovascular equipment when others are waiting.
11. No Eating Or Glass Containers In Fitness Area
12. No pets allowed except for animals providing assistance to individuals with disabilities.
13. Report faulty equipment to management immediately.
14. Use of any equipment is on a first come first serve bases. However, tenants have priority to use the equipment ahead of any guests.
15. Guests must be accompanied by a tenant.
16. Fitness room is for the exclusive use of residents only. Commercial tenants or their patrons are not allowed.
17. Repeated violators may lose their privilege to use the facility.

### **IN CASE OF EMERGENCY, CALL 911**

NOTE: Rules subject to change with 24 hour notice.