

PRAIRIE CROSSING HOMEOWNERS ASSOCIATION
WAIVER OF CLAIMS FOR FITNESS CENTER DURING THE COVID-19 HEALTH CRISIS

(June 23, 2020)

ACCEPTANCE OF FITNESS CENTER RULES

fitness@pchoa.com

The undersigned resident or member hereby declares that he/she has read fully the Fitness Center Rules and Guidelines document dated December 6, 2018 and additional restrictions related to COVID-19, has understood them, and agrees to abide by all terms and conditions of membership and use of the fitness center contained therein.

COVID-19 IMPLICATIONS

The undersigned understands and acknowledges that the Association does not guarantee the Fitness Center to be free of COVID-19 and that the undersigned's use of the fitness center is voluntary. By signing below the undersigned agrees that he or she is fully aware and understands that there are a number of risks associated with accessing and using the fitness center during the COVID-19 pandemic including without limitation: being exposed to and/or contracting COVID-19 or other diseases, known or unknown, which could result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death.

_____ Resident/Member Initials

WAIVER OF CLAIMS FOR FITNESS CENTER

In consideration of PRAIRIE CROSSING HOMEOWNERS ASSOCIATION (the Association) to enter and use the fitness center, it is expressly agreed that the undersigned and other residents or members use of the fitness center, including the use of the cardiovascular and exercise equipment and facilities, shall be undertaken by the resident at his/her risk and the Association, Board of Directors or agents, shall not be liable for any injuries or damages to any resident or member or property or subject to any claim, demand, injury or damages whatsoever, including without limitation, claims, demands, injuries or damages resulting from acts of omissions of passive or active negligence on the part of the Association, Board of Directors, or agents, arising from the residents or member use of the fitness center, including any claims related to COVID-19.

OVER

The resident and member for himself/herself and on behalf of his/her executors, administrators, heirs, assigns, successors, next of kin and personal representatives, does hereby expressly forever waive, release and discharge the Association, Board of Directors or agents, from all such liabilities, claims, demands, injuries, damages rights of action or causes of action, whether the same be known or unknown, anticipated or unanticipated.

The Association, Board of Directors or agents shall not be responsible or liable for articles damaged, stolen or lost in or about the fitness center or for loss or damages to any property.

Without limiting the scope of the above waiver of claims, the resident does hereby declare himself/herself to be physically sound, having medical approval to use the facilities of the fitness center.

PAYMENT

When you return this completed waiver, if you are also in need of a fob, you must also submit a ten dollar (\$10.00) non- refundable check made payable to Prairie Crossing HOA. This is the fee for the key fob. Send the form and your check to:

Prairie Crossing Homeowners Association
C/O Foster Premier
750 West Lake Cook Road
Suite 190
Buffalo Grove, IL 60089

Resident or Member Name: _____

PRINT NAME

AGREED, ACCEPTED, UNDERSTOOD

Resident or Member Signature: _____

Date: _____

FOB No.: _____

Address: _____