

Morningside Heights Housing Corporation

80 LA SALLE STREET
NEW YORK, N.Y. 10027-4711

PHONE: (212) 865-3631
FAX: (212) 866-8626

RULES AND POLICES RELEASE AND WAIVER FOR USE OF FITNESS CENTER

The undersigned represents that he/she is at least eighteen (18) years of age on the date hereof and is a shareholder or a member of a shareholder's household of Morningside Heights Housing Corporation, (the "Corporation"). He/she resides in the apartment specified at the end of this agreement (the "Apartment"). The undersigned acknowledges that the Corporation, as an accommodation to its residents, has acquired and installed in a room at the North End of the Lower Level of 90 LaSalle Street, New York, NY 10027, certain exercise equipment (the room and the equipment are referred to as the "Fitness Center"). This Fitness Center is for the benefit of the shareholders and their household members who wish to utilize the Fitness Center in accordance with the provisions of this and similar Release and Waivers to be executed by other persons desiring to use the Fitness Center, and in accordance with the Rules and Regulations regarding the use of the Fitness Center adopted by the Corporation, a copy of which is attached hereto and made a part hereof. The undersigned acknowledges and agrees that guests are not permitted to enter or to use the Fitness Center at any time.

The undersigned acknowledges that the Corporation in furnishing the Fitness Center, does so for the benefit of those eligible persons desiring to utilize the same; that the Corporation will provide no supervision for the utilization of the Fitness Center or any of the equipment; and that unless all users of the Fitness Center execute Releases and Waivers similar to this, the Corporation would not make the Fitness Center available.

The undersigned acknowledges that use of the Fitness Center may involve risk to persons with physical disabilities and/or medical conditions. The undersigned represents that the undersigned has consulted or will consult with his/her personal physician and warrants that he/she does not suffer from any physical disability or medical condition which would put the undersigned at risk by using the Fitness Center; that the undersigned has not been advised by a physician not to use the Fitness Center; and that in the event such a physical disability or medical condition should occur the undersigned will immediately cease using the Fitness Center during the period in which such disability or condition shall continue.

The undersigned agrees to hold the Corporation and its directors, officers, agents, and employees, harmless from and against any and all claims, suits, losses, damages, costs, fees, expenses (including reasonable attorneys' fees and costs), or causes of action which may arise by reason of or

in connection with use of the Fitness Center by the undersigned. In addition, the undersigned hereby irrevocably and unconditionally releases the Corporation and its directors, officers, agents, and employees from any and all liability for injury or death to the undersigned occasioned by or from the use of the Fitness Center by the undersigned and agrees not to assert any claim against the Corporation or any of its directors, officers, agents, or employees by reason of or in connection with any such injury or death.

The undersigned acknowledges that this is a Release and Waiver with legal effect; that the undersigned signs it knowingly and willingly and acknowledges that the Fitness Center will not be supervised; that the undersigned shall utilize the Fitness Center at his/her own risk; and that absent the undersigned executing this Release and Waiver, utilization of the Fitness Center shall not be permitted to the undersigned. The undersigned further acknowledges that use of the Fitness Center by the undersigned shall at all times be in strict compliance with the Rules and Regulations as the same may be amended from time to time and that the Corporation, in its sole discretion, may terminate the right of the undersigned to utilize the Fitness Center at any time and without notice to the undersigned if any of the rules and Regulations or if any of the provisions of this Release and Waiver are violated.

Name (please print)

Signature

Address _____

Apt. _____

Date _____

Status with respect to the Corporation (check one):

Shareholder ()

Member of Shareholder's Household ()

**RULES AND POLICES
FITNESS CENTER**

Hours of operation: 7 days per week, 365 days per year, between the hours of 5:00 AM and 12:00 AM.

The Fitness Center may be closed as and when determined by the Co-op.

Use of the Fitness Center is open only to bona fide residents of Morningside Gardens.

Users must be in good standing in the Co-op with respect to maintenance charges and other sums due and must not be in violation of their Lease or other legal obligations to the Co-op. Any user who is not in good standing with the Co-op may have his/her privileges in the Fitness Center revoked.

Everyone who uses the Fitness Center must submit a signed Release and Waiver form to the Management Office (this form requires that a physician be consulted as to the suitability of using exercise equipment).

Annual membership fees are as follows:

| | |
|------------------------|--|
| 18-60 years of age | \$240.00, First household member \$180.00, Each additional household member |
| 60 years of age & over | \$180.00, Per person |

Annual membership fees will be automatically billed on January 1st unless written notification is received on or before December 15 of previous year.

Memberships are non refundable.

Only persons at least 18 years of age are permitted to enter and use the Fitness Center.

No guests are allowed at any time.

Members use the Fitness Center at their own risk. The room is not supervised.

Members must:

- Open the door only for themselves.
- Store personal belongings in the space provided at their own risk
- Limit time on cardio vascular equipment to 20 minutes when others are waiting.
- Wear sneakers or rubber soled shoes.
- Use earphones with personal radio, tape, or CD players.
- Wipe off equipment after use.
- Return the equipment to the proper location when finished.
- Clean up after themselves.

The following are not permitted:

- food or beverages (with the exception of water).
- pets.

No personal belongings are to be left overnight and no equipment may be removed from the Fitness Center.

These rules and regulations are subject to revision at the discretion of Management.

Violation of these rules and regulations can result in loss or suspension of membership.