



Orsid New York

REAL ESTATE MANAGEMENT

ORSID NEW YORK. 156 West 56th Street, NEW YORK, NY 10019 T: (212) 247-2603 F: (212) 586-4524

Fitness Room Application Requirements

The Fitness Room is for the use and enjoyment of all Shareholders of record as well as their respective family members only (no-subtenants shall be permitted access). For those Shareholders who would like to access the Fitness Room immediately, please complete and return the following documents stated below, as well as, the required annual payment to Orsid New York., 156 West 56th Street, 6th Floor, New York, NY 10019, Attention: T.J. Russo.

- Fitness Room Rules and Regulations;
- Fitness Room Indemnification Agreement;
- Shareholder Fitness Room Waiver;
- Shareholder Family Member Fitness Room Waiver (If applicable to Shareholder);
- Shareholder Family Member Fitness Room Waiver as Guardian of Minor (If applicable to Shareholder); and
- \$250 check payable to, *200 East 16th Street Housing Corp.*

It is imperative that all Shareholders seeking to use the fitness facility carefully review all of these forms, including but not limited to, the Fitness Room Rules and Regulations prior to using the Fitness Room.

Finally, please take note that the minimum age requirement to use the Fitness Room is 16. However, Shareholders with children between the ages of 16 to 18, will be required to sign a waiver on their respective Child's behalf. For those

Shareholders with Children over 18 years of age, they will need to sign a separate Shareholder Family Member Waiver form as well.

If you have any questions, please feel free to contact Management or Manny Almeida, Superintendent, at 917-435-4511, or via email at super@200east.com.

200 EAST 16TH STREET HOUSING CORP.

FITNESS ROOM INDEMNIFICATION AGREEMENT

This Fitness Room Indemnification Agreement (“Agreement”) is between 200 East 16th Street Corporation (the "Cooperative"), whose principal address is 200 East 16th Street, New York, New York 10003, and _____ (the "Shareholder(s)"), whose current address is Apartment _____, 200 East 16th Street, New York, New York 10003.

WITNESSETH

WHEREAS, the Cooperative operates the common areas of the Cooperative located at 200 East 16th Street, New York, New York 10003; and

WHEREAS, the Cooperative has provided an amenity to its Shareholders in the form of a Fitness Room for the exclusive use by Shareholder(s) and their eligible Family Members; and

WHEREAS, the Cooperative is willing to allow access to and use of the Fitness Room provided Shareholder(s) enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Cooperative to allow Shareholder(s) access to the Fitness Room, it is hereby agreed as follows:

1. Recitals. The foregoing recital paragraphs are incorporated into and form a part of this Agreement.
2. Shareholder(s) represent(s) that he/she has read the Fitness Room Rules and Regulations (the "Rules") established by the Board of Directors of the Cooperative (the “Board”) and will fully comply with the Rules, as well as any future changes to said Rules when applicable and may occur from time to time.
3. Shareholder(s) hereby waive(s) any claims that he/she/they has and/or may have or may ever have against the Cooperative, its officers, Directors, fellow Shareholders, management agents, agents or employees (collectively referred to herein as the "Indemnified Parties"). Shareholder(s) acknowledge(s) and agree(s) to indemnify and hold Indemnified Parties (as defined in paragraph 3 above) harmless from and against any losses, damages, costs (including settlement costs) and expenses (including reasonable attorneys’ fees) arising from any claims, demands, building violation, product liability, third party claim, regulatory proceedings, and/or any other causes of action made or asserted against the Indemnified Parties arising out of or based upon (i) all matters pertaining to the Fitness Room, (ii) the willful misconduct of a third party or user with respect to the Fitness Room; (iii) the material breach of other Shareholder(s)’s obligations, warranties, covenants or representations set forth in this Agreement and (iv) any

product liability or other type of claim brought by another Shareholder, third party, or vendor of the Cooperative, related to the services or the subject matter of this Agreement.

4. If a Shareholder(s) violates any of the terms contained in this Agreement and/or the Rules, the Cooperative, acting through its Board or its managing agent, reserves the absolute right to terminate, revoke and/or suspend any previous authorization given to said Shareholder(s) to enter, use or access the Fitness Room.;
5. This Agreement may not be modified except in a writing executed by both parties. This Agreement shall be governed by the laws of the State of New York and Shareholder(s) agree(s) to be bound to the jurisdiction of the courts of the State of New York. Any action relating to this Agreement shall be maintained in such courts located in the County of New York.
6. In the event that any provision of this Indemnification Agreement is determined to be illegal or otherwise unenforceable, such provision shall be revised to make it legal or enforceable or, if not capable of such reformation, will be stricken, and the balance of the Indemnification Agreement will continue in full force and effect.
6. Shareholder(s) hereby acknowledges and agrees to enter into and execute such further documents or instruments as may be necessary and appropriate to effectuate this Indemnification Agreement.
7. This Indemnification Agreement may be executed in one or more counterparts (if applicable), and/or by electronic or facsimile signature, each of which will be deemed an original against the party whose signature appears and all of which together (if applicable) constitute one and the same legal instrument.
8. Shareholder(s) represent(s) and warrant(s) that he/she/they possess the full power and authority to execute, deliver and agree to the terms contained herein, and that each individual signing on behalf of a party has been duly authorized by that individual to execute this Fitness Room Indemnification Agreement on their behalf.

ACKNOWLEDGED AND AGREED:

Date: _____

By: _____

Print Name: _____ Shareholder, Apartment No.: _____

By: _____

Print Name: _____ Shareholder, Apartment No.: _____

**200 EAST 16TH STREET HOUSING CORP.
FITNESS ROOM RULES AND REGULATIONS**

1. **USER CODE OF CONDUCT:** This code of conduct outlines some basic guidelines to ensure the comfort of all Shareholders who utilize the Fitness Room. The Fitness Room is for the use and enjoyment of Shareholders and their “of age” Family Members only. Any user of the Fitness Room who does not comply with the guidelines as set forth herein may have their privilege(s) of using the Fitness Room suspend and/or revoked. Without limiting the generality of the foregoing, Shareholder(s) and their “of age” Family Member(s) shall not:
 - (a) verbally and/or physically abuse any other user of the Fitness Room and/or any building employee of 200 East 16th Street Housing Corp.;
 - (b) cause or allow the property of any other Shareholder to be used or damaged; and
 - (c) Offer to or allow the use of the Fitness Room to be accessed by any unauthorized person(s).

Shareholders who willfully or negligently demonstrate total disregard for these Fitness Room Rules and Regulations or any generally undesirable behavior, will also be subjected to possible suspension or revocation of their privilege to enter, use and access the Fitness Room.

2. **FITNESS ETIQUETTE:** The Fitness Room is for the use and enjoyment of all Shareholders of Record. To enhance the workout experience, it is assumed that all Shareholders and their respective “of age” Family Members follow the following guidelines of common etiquette:
 - (a) during workouts, users shall abide by a 30 minute time limitation for cardiovascular equipment when others are waiting;
 - (b) after using the exercise equipment, users should wipe down the equipment pad and return weights and any other loose pieces of equipment to their proper places;
 - (c) no food, chewing gum, soda, juice or alcohol or glass containers of any kind are permitted in the Fitness Room;
 - (e) no one with open cuts or sores may use any equipment that would expose other users to said wounds or illness; and
 - (f) Users shall provide their own towels to wipe down equipment after use.
3. **NO SMOKING:** Smoking is strictly prohibited in all areas of the building which includes the Fitness Room.
4. **PERSONAL TRAINERS:** At this time, outside personnel (personal trainers) are not permitted in the Fitness Room.
5. **MAINTENANCE CLOSURES:** The Fitness Room may, at the sole discretion of the

Board or management, be temporarily closed for as long as necessary for maintenance purposes.

6. **ATTIRE:** At all times during use of the Fitness Room, users must be properly attired as follows:
 - a. **MEN:** Shirt, shorts and/or sweat pants and appropriate foot covering, and
 - b. **WOMEN:** Shirt, tights or leotards, shorts and/or sweat pants and appropriate foot covering.

BARE FEET OR NON RUBBER SOLED SHOES ARE NOT PERMITTED IN THE FITNESS ROOM.

7. **PETS:** Pets are strictly prohibited in the Fitness Room.
8. **MINORS:** No persons under the age of 18 shall be allowed in the Fitness Center unless: 1) accompanied by a Shareholder (over 18 years of age); and 2) are an immediate Family Member of an authorized Shareholder. No persons under the age of 16 may enter access and/or use any of the equipment in the Fitness Room at any time. Please note that the required guardian of the person between the ages of 16 and 18 who is permitted access to and use of the Fitness Room must have a signed Fitness Room Waiver as Guardian of the Minor in Management's Office.
9. **CONTACT SPORTS:** No practice of martial arts, boxing or other "contact" sports shall be allowed in the Fitness Room.
10. **MISCELLANEOUS:** All Shareholder(s) acknowledge and agree to abide by these "Fitness Room Rules and Regulations". All Shareholder(s) further acknowledge(s) and agree(s) that this Fitness Room Rules and Regulations may be amended from time to time in the sole discretion of the Cooperative's Board of Directors or the management of the building.
11. **SEVERABILITY:** In the event that any provision of these Fitness Room Rules and Regulations is determined to be illegal or otherwise unenforceable, such provision shall be revised to make it legal or enforceable or, if not capable of such reformation, will be stricken, and the balance of the Fitness Room Rules and Regulations will continue in full force and effect.
12. **NECESSARY DOCUMENTS:** Shareholder agrees to enter into and execute such further documents or instruments as may be necessary and appropriate to effectuate these Fitness Room Rules and Regulations.
13. **POWER AND AUTHORITY TO EXECUTE:** You represent and warrant that you possess the full power and authority to execute, deliver and agree to the terms contained herein, and that each individual signing on behalf of a party has been duly authorized by that individual to execute this Shareholder Fitness Room Waiver on their behalf.

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14 **COUNTERPARTS AND ELECTRONIC AND FACSIMILE SIGNATURES:** These Fitness Room Rules and Regulations may be executed in one or more counterparts (if applicable), and/or by electronic or facsimile signature, each of which will be deemed an original against the party whose signature appears and all of which together (if applicable) constitute one and the same legal instrument.

ACKNOWLEDGED AND AGREED TO BY SHAREHOLDER(S)

Print Name:

Print Name

Signature:

Signature

Apt. #: _____

Apt #: _____

Date: _____

Date: _____

**200 EAST 16TH STREET HOUSING CORP.
SHAREHOLDER FITNESS ROOM WAIVER**

Shareholder(s):_& _____ Print Name
Print Name

Apartment #: _____

The undersigned Shareholder(s) represent(s) to the 200 East 16th Street Housing Corp. (the “Cooperative”) as follows:

1. **ASSUMPTION OF RISK:** Shareholder(s) is/are aware that the use of the Fitness Room involves certain risks of injury, including but not limited to physical injury, and expressly assumes the risk and responsibility for any and all accidents or injuries of any kind which Shareholder(s) or members of their respective family may sustain by reason of physical exercise and use of the Fitness Room and its facilities. Shareholder(s) hereby release(s), discharge(s) and absolve(s) the Cooperative, its Board of Directors, agents, officers and employees, from any and all liability, loss, costs or expenses (including attorney’s fees and disbursements) incurred by Shareholder(s) as a result of any accident and/or injury except to the extent an accident or injury is caused by or results from willful misconduct. Neither the Cooperative, its Board of Directors, agents, officers or employees shall be liable for any loss or injury to the Shareholder(s) and/or to any article or property of the Shareholder(s) left, stored or used in the Fitness Room. The Cooperative, its Board of Directors, agents, officers or employees shall not be liable for any damage or injury caused to Shareholder(s) by other users of the Fitness Room.

2. **NO SUPERVISION:** It is understood and agreed that there is not, nor will there be, any supervision of the Fitness Room or its contents by the Cooperative, that the Cooperative shall be under no obligation, nor shall be required to render, nor give, nor cause to be given, any service or supervision whatsoever to Shareholder(s) or users of the Fitness Room.

3. **MEDICAL DISCLAIMER:** Shareholder(s) represent(s) that Shareholder(s) is/are in good health and that Shareholder(s) has no condition, illness or communicable disease that may make Shareholder’s use of the Fitness Room injurious to Shareholder(s) or other users of the Fitness Room and its equipment. If Shareholder(s) should develop in the future any such condition, illness or disease, Shareholder(s) agree(s) to immediately discontinue his/her/their use until said Shareholder(s) receives an appropriate medical release from his/her/their doctor authorizing the permitted use of the Fitness Room. Shareholder(s) promise(s) to hold the Corporation, its Board of Directors, agents, officers or employees harmless from all liability or damages which the Shareholder(s) may incur if Shareholder(s) or any third party should sustain injury or damage while using the facilities, which is caused in any way by Shareholder’s condition, illness or disease. Shareholder(s) has consulted with his/her/their physician and received approval for his/her/their intended use of the Fitness Room, its facilities and respective equipment. Shareholder(s) understand(s) that the Cooperative has made no claims as to medical results which Shareholder(s) might obtain through the use of the Fitness Room and that the Cooperative has not and will not suggest any medical treatment(s) to Shareholder(s). Use of the Fitness Room is completely at the discretion of the Shareholder(s). Please take note that if Shareholder(s) has any chronic physical disability or medical condition, Shareholder(s) may possess a greater risk in using the Fitness Room’s facilities and equipment.

4. **SEVERABILITY:** In the event that any provision of this Shareholder Fitness Room Waiver is determined to be illegal or otherwise unenforceable, such provision shall be revised to make it legal or enforceable or, if not capable of such reformation, will be stricken, and the balance of the Shareholder Fitness Room Waiver will continue in full force and effect.

5. **NECESSARY DOCUMENTS:** Shareholder(s) acknowledge(s) and agree(s) to enter into and execute such further documents or instruments as may be necessary and appropriate to effectuate this Shareholder Fitness Room Waiver.

6 **COUNTERPARTS AND ELECTRONIC AND FACSIMILE SIGNATURES:** This Shareholder Fitness Room Waiver may be executed in one or more counterparts (if applicable), and/or by electronic or facsimile signature, each of which will be deemed an original against the party whose signature appears and all of which together (if applicable) constitute one and the same legal instrument.

7. **POWER AND AUTHORITY TO EXECUTE:** You represent and warrant that you possess the full power and authority to execute, deliver and agree to the terms contained herein, and that each individual signing on behalf of a party has been duly authorized by that individual to execute this Shareholder Fitness Room Waiver on their behalf.

ACKNOWLEDGED AND AGREED TO BY SHAREHOLDER(S)

Print Name:

Print Name

Signature:

Signature

Apt. #: _____

Apt #: _____

Date: _____

Date: _____

**200 EAST 16TH STREET HOUSING CORP.
SHAREHOLDER FAMILY MEMBER FITNESS ROOM WAIVER**

Apt. #: _____ Name(s): _____
Name of Family Member Name of Family Member

Relationship to Shareholder: _____

The undersigned Family Member of Shareholder(s) represent(s) to the 200 East 16th Street Housing Corp. (the "Cooperative") as follows:

1. **ASSUMPTION OF RISK:** The Family Member(s) of Shareholder(s), whose signature appears below, represents that he/she/they are (each) over 18 years of age and is/are aware that the use of the Fitness Room involves certain risks of injury, and expressly assumes the risk and responsibility for any and all accidents or injuries of any kind which he/she/they may sustain by reason of physical exercise and use of the Fitness Room's facilities. The Family Member(s) hereby release(s), discharge(s) and absolve(s) the Cooperative, its Board of Directors, agents, officers and employees, from any and all liability, loss, costs or expenses (including attorney's fees and disbursements) incurred as a result of any accident and/or injury except to the extent an accident or injury is caused by or results from willful misconduct and that neither the Cooperative, its Board of Directors, agents, officers or employees shall be liable for any loss or injury to the Family Member(s) and/or to any article or property of the Family Member(s) left, stored or used in the Fitness Room. Further, the Cooperative, its Board of Directors, agents, officers or employees shall not be liable for any damage or injury caused to Family Member(s) by other users of the Fitness Room.

2. **NO SUPERVISION:** It is understood and agreed that there is not, nor will there be, any supervision of the Fitness Room or its contents by the Cooperative, that the Cooperative shall be under no obligation, nor shall be required to render, nor give, nor cause to be given, any service or supervision whatsoever to Family Member(s) or users of the Fitness Room.

3. **MEDICAL DISCLAIMER:** Family Member(s) represent(s) that he/she/they are in good physical health and that he/she/they has/have no condition, illness or communicable disease that may make his/her/their use of the Fitness Room injurious to him/her/them or other users of the Fitness Room. If Family Member(s) should develop any such condition, illness or disease, he/she/they agree(s) to discontinue his/her/their use immediately and until he/she/they has/have received an appropriate medical release from his/her/their doctor authorizing the continuance of use of the Fitness Room and promise(s) to hold the Cooperative, its Board of Directors, agents, officers or employees harmless from all liability or damages which the Family Member(s) may incur if he/she/they or any third party should sustain injury or damage while using the facilities, which is caused in any way by his/her/their condition, illness or disease and he/she/they has/have, if necessary, consulted with his/her/their physician and received approval for his/her/their intended use of the Fitness Room, facilities and equipment. Family Member(s) understand(s) that the Cooperative has made no claims as to medical results which Family Member(s) might obtain through the use of the Fitness Room and that the Cooperative has not and will not suggest any medical treatment(s) to Family Member(s). Please take notice that if Family Member(s) has/have any chronic physical disability or medical condition, Family Member(s) may be at great risk in using the Fitness Room's facilities and equipment.

4. **SEVERABILITY:** In the event that any provision of this Shareholder Family Member Fitness Room Waiver is determined to be illegal or otherwise unenforceable, such provision shall be revised to make it legal or enforceable or, if not capable of such reformation, will be stricken, and the balance of the Shareholder Family Member Fitness Room Waiver will continue in full force and effect.

5. **NECESSARY DOCUMENTS:** Family Member(s) acknowledge(s) and agree(s) to enter into and execute such further documents or instruments as may be necessary and appropriate to effectuate this Shareholder Family Member Fitness Room Waiver.

6 **COUNTERPARTS AND ELECTRONIC AND FACSIMILE SIGNATURES:** This Shareholder Family Member Fitness Room Waiver may be executed in one or more counterparts (if applicable), and/or by electronic or facsimile signature, each of which will be deemed an original against the party whose signature appears and all of which together (if applicable) constitute one and the same legal instrument.

7. **POWER AND AUTHORITY TO EXECUTE:** Shareholder(s) represent(s) and warrant(s) that he/she/they possess the full power and authority to execute, deliver and agree to the terms contained herein, and that each individual signing on behalf of a party has been duly authorized by that individual to execute this Shareholder Family Member Fitness Room Waiver on their behalf.

ACKNOWLEDGED AND AGREED TO BY SHAREHOLDER(S)

Print Name:

Print Name

Signature:

Signature

Apt. #: _____

Apt #: _____

Date: _____

Date: _____

**200 EAST 16TH STREET HOUSING CORP.
SHAREHOLDER FAMILY MEMBER FITNESS ROOM WAIVER AS GUARDIAN OF MINOR**

Apt. #: _____ Name(s): _____
Name of Family Member Name of Family Member

Age & Relationship to Shareholder: _____

The undersigned Shareholder(s) represent(s) to the 200 East 16th Street Housing Corp. (the “Cooperative”) as follows:

1. **ASSUMPTION OF RISK:** The Shareholder(s), whose signature appears below, represents that he/she/they are the guardian of the person between the ages of 16 and 18 named above and is/are aware that the use of the Fitness Room involves certain risks of injury, and expressly assumes the risk and responsibility for any and all accidents or injuries of any kind which Family Member(s) may sustain by reason of physical exercise and use of the Fitness Room’s facilities. Shareholder(s) and his/her/their Family Member(s) hereby release(s), discharge(s) and absolve(s) the Cooperative, its Board of Directors, agents, officers and employees, from any and all liability, loss, costs or expenses (including attorney’s fees and disbursements) incurred as a result of any accident and/or injury except to the extent an accident or injury is caused by or results from willful misconduct and that neither the Cooperative, its Board of Directors, agents, officers or employees shall be liable for any loss or injury to the Shareholder(s)’ Family Member and/or to any article or property of the Shareholder(s) and/or his/her/their Family Member(s) left, stored or used in the Fitness Room. Further, the Cooperative, its Board of Directors, agents, officers or employees shall not be liable for any damage or injury caused to Family Member(s) by other users of the Fitness Room.

2. **NO SUPERVISION:** It is understood and agreed that there is not, nor will there be, any supervision of the Fitness Room or its contents by the Cooperative, that the Cooperative shall be under no obligation, nor shall be required to render, nor give, nor cause to be given, any service or supervision whatsoever to Family Member(s) or users of the Fitness Room.

3. **MEDICAL DISCLAIMER:** Shareholder(s) represent(s) that his/her/their Family Member(s) named above is/are in good physical health and that he/she/they has/have no condition, illness or communicable disease that may make his/her/their use of the Fitness Room injurious to him/her/them or other users of the Fitness Room. If Family Member(s) should develop any such condition, illness or disease, Shareholder(s) and he/she/they agree(s) to discontinue his/her/their use immediately and until he/she/they has/have received an appropriate medical release from his/her/their doctor authorizing the continuance of use of the Fitness Room and promise(s) to hold the Cooperative, its Board of Directors, agents, officers or employees harmless from all liability or damages which the Family Member(s) may incur if he/she/they or any third party should sustain injury or damage while using the facilities, which is caused in any way by his/her/their condition, illness or disease and he/she/they has/have, if necessary, consulted with his/her/their physician and received approval for his/her/their intended use of the Fitness Room, facilities and equipment. Shareholder(s) and his/her/their Family Member(s) understand(s) that the Cooperative has made no claims as to medical results which Family Member(s) might obtain through the use of the Fitness Room and that the Cooperative has not and will not suggest any medical treatment(s) to Family Member(s). Please take notice that if Family Member(s) has/have any chronic physical disability or medical condition, Family Member(s) may be at great risk in using the Fitness Room’s facilities and equipment.

4. **SEVERABILITY:** In the event that any provision of this Shareholder Family Member Fitness Room Waiver as Guardian of Minor is determined to be illegal or otherwise unenforceable, such provision shall be revised to make it legal or enforceable or, if not capable of such reformation,

will be stricken, and the balance of the Shareholder Family Member Fitness Room Waiver as Guardian of Minor will continue in full force and effect.

5. **NECESSARY DOCUMENTS:** Shareholder(s) acknowledge(s) and agree(s) to enter into and execute such further documents or instruments as may be necessary and appropriate to effectuate this Shareholder Family Member Fitness Room Waiver as Guardian of Minor.

6 **COUNTERPARTS AND ELECTRONIC AND FACSIMILE SIGNATURES:** This Shareholder Family Member Fitness Room Waiver as Guardian of Minor may be executed in one or more counterparts (if applicable), and/or by electronic or facsimile signature, each of which will be deemed an original against the party whose signature appears and all of which together (if applicable) constitute one and the same legal instrument.

7. **POWER AND AUTHORITY TO EXECUTE:** Shareholder(s) represent(s) and warrant(s) that he/she/they possess the full power and authority to execute, deliver and agree to the terms contained herein, and that each individual signing on behalf of a party has been duly authorized by that individual to execute this Shareholder Family Member Fitness Room Waiver as Guardian of Minor on their behalf.

ACKNOWLEDGED AND AGREED TO BY SHAREHOLDER(S)

Print Name:

Print Name

Signature:

Signature

Apt. #: _____

Apt #: _____

Date: _____

Date: _____