

**200 EAST 16TH STREET HOUSING CORP.
COMMUNITY 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 community room (hereinafter, the “Community Room” or “Hideout”). The Community Room is for the use and enjoyment of Shareholders and their “of age” family members only¹. Any user of the Community Room who does not comply with the guidelines as set forth herein may have their privilege(s) of using the Community 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 Community Room and/or any building employee of 200 East 16th Street Housing Corp. (hereinafter referred to as the “Building” or “200 East”);
 - (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 Community Room to be accessed by any unauthorized person(s).

Shareholders who willfully or negligently demonstrate total disregard for these Community 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 Community Room.

2. **COMMUNITY ETIQUETTE:** The Community 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 business hours, users shall abide by a one (1) hour time limitation for any of the audio or video equipment when others are waiting;
 - (b) after using the audio or visual equipment in the Hideout, users should ensure the property is clean and restored to its original form. Additionally, any personal belongings that may interfere with another Shareholders’ use and enjoyment of said equipment, should be restored to their proper places;
 - (c) Unless rented for private use, no food, chewing gum, colored soda, juice or alcohol or glass containers of any kind are permitted in the Community Room; and
 - (e) no one with open cuts or sores may use the furniture that would expose other users to said wounds or illness.
3. **NO SMOKING:** Smoking is strictly prohibited in all areas of the Building which includes the Community Room.

¹ Family members of Shareholders, who are not thirteen (13) years or older, must be accompanied by the Shareholder(s).

4. **MAINTENANCE CLOSURES:** The Community Room may, at the sole discretion of the Board or management, be temporarily closed for as long as necessary for maintenance purposes or other matters.
5. **ATTIRE:** At all times during use of the Community Room, users must be properly attired as follows:
 - a. **MEN:** Shirt or other upper body covering, pants, shorts and/or sweat pants and appropriate foot covering; and
 - b. **WOMEN:** Shirt or other upper body covering, pants, tights or leotards, shorts and/or sweat pants and appropriate foot covering.

BARE FEET IS NOT PERMITTED IN THE COMMUNITY ROOM.

6. **PETS:** Pets are strictly prohibited in the Community Room.
7. **MINORS:** No persons under the age of thirteen (13) shall be allowed in the Community Center unless: 1) accompanied by a Shareholder (over 13 years of age) or guardian designated by the Shareholder; and 2) are an immediate family member of an authorized Shareholder. Please note that the required guardian of the persons below thirteen (13), must have a signed Community Room Waiver as Guardian of the Minor in Management's Office.
8. **CONTACT SPORTS:** No practice of martial arts, boxing or other "contact" sports shall be allowed in the Community Room.
9. **PRIVATE RENTAL:** All Shareholder(s) shall be eligible to rent the Hideout for private use pursuant to a separate agreement. However, the Board of Directors, at sole and absolute discretion, reserves the right to deny any Shareholder request for private rental.
10. **MISCELLANEOUS:** All Shareholder(s) acknowledge and agree to abide by these "Community Room Rules and Regulations". All Shareholder(s) further acknowledge(s) and agree(s) that this Community 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 Community 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 Community 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 Community 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 Community Room Waiver on their behalf.

14. **COUNTERPARTS AND ELECTRONIC AND FACSIMILE SIGNATURES:** These Community 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 COMMUNITY 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 Community 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 activity and use of the Community 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 Community 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 Community Room.

2. **NO SUPERVISION:** It is understood and agreed that there is not, nor will there be, any supervision of the Community 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 Community 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 Community Room injurious to Shareholder(s) or other users of the Community Room and its equipment (i.e. all audio, video, gaming equipment, etc.). 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 Community 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 Community 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 Community Room and that the Cooperative has not and will not suggest any medical treatment(s) to Shareholder(s). Use of the Community 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 Community Room’s facilities and equipment.

4. **SEVERABILITY:** In the event that any provision of this Shareholder Community 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 Community 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 Community Room Waiver.

6 **COUNTERPARTS AND ELECTRONIC AND FACSIMILE SIGNATURES:** This Shareholder Community 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 Community 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 COMMUNITY ROOM WAIVER**

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

Relationship to Shareholder: _____

The undersigned family member of Shareholder(s) (hereinafter, the "Family Member(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 Community 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 activity and use of the Community Room's facilities and/or equipment. 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 Community 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 Community Room.

2. **NO SUPERVISION:** It is understood and agreed that there is not, nor will there be, any supervision of the Community 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 Community 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 Community Room injurious to him/her/them or other users of the Community 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 Community 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 Community 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 Community 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 Community Room's facilities and equipment.

4. **SEVERABILITY:** In the event that any provision of this Shareholder Family Member Community 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 Community 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 Community Room Waiver.

6 **COUNTERPARTS AND ELECTRONIC AND FACSIMILE SIGNATURES:** This Shareholder Family Member Community 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 Community 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 COMMUNITY 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 Community 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 activity and use of the Community Room's facilities and/or equipment. Shareholder(s) and his/her/their family member(s) (hereinafter, "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 Community 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 Community Room.

2. **NO SUPERVISION:** It is understood and agreed that there is not, nor will there be, any supervision of the Community 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 Community 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 Community Room injurious to him/her/them or other users of the Community 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 Community 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 Community 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 Community 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 Community Room's facilities and equipment.

4. **SEVERABILITY:** In the event that any provision of this Shareholder Family Member Community 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 Community 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 Community Room Waiver as Guardian of Minor.

6 **COUNTERPARTS AND ELECTRONIC AND FACSIMILE SIGNATURES:** This Shareholder Family Member Community 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 Community 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: _____