

## LUMA HOMEOWNERS ASSOCIATION

### GYMNASIUM RULES

1. The gymnasium (gym) will operate seven (7) days a week from 5 am until 11 pm.
2. The gym is reserved for the exclusive use of full-time residents (patrons) of the LUMA Community. Residents are permitted to have no more than two (2) guests at a time and must accompany them at all times when using the gym. (A limited number of residents from the neighboring community ELLEVEN may use the gym after they have remitted the "Use Fee" at the front desk.) Owners who have rented or leased their unit(s) are not entitled to use the gym. (This does not apply to their renters)
3. The Association requires proof of residency for the use of the gym.
4. Children fourteen (14) years of age and younger will not be permitted in the gym. Persons fifteen to seventeen years of age must be accompanied by an adult (18 years or older) when on the premises and using the equipment. The LUMA HOA reserves the right to ask for proof of age from anyone seeking to use the gym facility.
5. Persons with special health conditions and/or under physicians care should consult their physician before using the gym facilities.
6. All persons using the gym shall do so at their own risk. The LUMA HOA shall not be held liable and/or responsible for any injuries sustained during the use of the facility and/or equipment, and/or for any property lost or stolen. All gym patrons and users shall sign a waiver of liability form at the LUMA front Desk prior to using the gym facilities.
7. SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.
8. Appropriate gym attire must be worn at all times.
9. For safety reasons, no weapons of any kind, glass containers or sharp objects are allowed inside the gym. Only plastic or suitable non-breaking containers are allowed. No food and/or eating of food shall be permitted inside the gym.
10. Every person using the gym shall dispose of his/her litter and debris in the trash receptacles during their use of and/or prior to leaving the gym.
11. Only battery charged cellular telephones, radios, cassette and CD players, and audio playing devices that can be handheld or kept inside a clothing pocket with headphones are permitted to be operated in the gym. All sounds produced by such electronic apparatuses shall be maintained at their lowest levels as not to disturb other patrons. The Association reserves the right to determine when and where such devices can be used inside the gym. No boom-boxes, mini stereo systems or the like are permitted inside the gym.

12. Any person under the influence of alcohol and/or narcotics/any illicit drug, or prescribed medications that may cause drowsiness and/or impairs one's ability to think rationally or be lucid is strictly prohibited from using the gym's equipment and/or exercise apparatuses.
13. Gym access shall be by electronic (key fob) device only; anyone attempting to access the gym by other means shall be in violation and subject to the penalties herein described.
14. All gym equipment shall be used for its intended purpose(s) and in accordance with posted instructions. Equipment usage is limited to thirty minutes.
15. No equipment can be altered and/or changed and/or moved from their original locations. Only equipment components can be altered or changed in accordance with posted instructions.
16. If any equipment and/or a component fails and requires repair, patrons shall not attempt to repair the equipment and/or its component, but notify the LUMA front desk immediately.
17. Equipment users shall wipe down equipment after each use.
18. Gym patrons shall maintain their personal items in designated locations or in close proximity to themselves, and at the end of their visit, they shall remove all personal items from the gym. The LUMA HOA shall not be held responsible and/or liable for any personal items left inside the gym.
19. The Association does not employ personal trainers. Only verified residents of LUMA can hire personal trainers. However, all residents who wish to hire a personal trainer must submit a "Personal Trainer Registration" form to management for Board of Directors' approval. The Board reserves the right to charge all personal trainers a fee for the use of the gym for training LUMA residents.
20. All gym patrons are subject to the rules herein delineated and/or the rules posted on the gym's premises. Any patron or guest found in violation of the rules, posted or otherwise, may be asked to vacate the premises, and will be further subject to having all gym privileges temporarily suspended or permanently revoked by the Board of Directors upon violation review and Board Violation Hearing.

**LUMA HOMEOWNERS ASSOCIATION  
WAIVER OF LIABILITY & RELEASE FORM**

The undersigned resident/guest of LUMA Homeowners Association (“Association”) and ELLEVEN hereby acknowledge the inherent risks in using LUMA HOA’s gym facilities and equipment. I, the undersigned, hereby certify that I am in good health, physically able to undertake and engage in any physical exercises or sports activities, and that I do not suffers from any physical condition(s) that would render my participation in any physical and/or sports activity a danger to myself or anyone else. As such, I the undersigned resident/guest, hereby voluntarily assumes all risk of personal injury, accidental injury and/or death, and loss or damage to my person and/or property.

I, the undersigned (and my respective heirs and executors), do hereby releases, and agrees to defend and hold harmless, the LUMA Homeowners Association, its directors, officers, employees and agents for, from and against all claims, demands, losses, liabilities, costs and expenses including but, not limited to, attorneys’ fees for personal injury or property damage of any kind (collective “Claims”) whether now known or unknown, suspected or unsuspected, arising out of or in connection with the undersigned’s use of LUMA’s gym facilities, except such injury or damage directly caused by the willful misconduct or gross negligence of the Association.

The undersigned hereby waives the benefit of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

I, the undersigned, further acknowledges that my use of the LUMA gym is subject to the Association’s Gym Rules, and other rules as may be posted in and around the gym facility, and hereby agrees to comply with all such Rules.

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

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Email Address \_\_\_\_\_

[Continued on next page]

I am a resident/guest (circle one) of \_\_\_\_\_ Unit # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner or Tenant (circle one) Signature \_\_\_\_\_

(Owners must also sign this form on behalf of all tenants and residents of his/her unit using the gym facilities.)