

**Greenhill Crossing Community Association**

c/o Armstrong Management Services, Inc.

3949 Pender Drive, Suite 205

Fairfax, VA 22030

(703) 385-1133, (703) 591-5785 (fax)

Clubhouse/Pool/Tennis/Fitness Room Application

All Greenhill Crossing residents must fill out all of the following forms in order to be able to utilize the Clubhouse, Pool, Tennis Court and/or Fitness Room. All forms need to be filled out even if you have no intention of using all of the facilities.

**Please send all completed forms along with appropriate fees to:**

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## Proximity Card Access Form

The Greenhill Crossing clubhouse uses a proximity card security system. The security system allows greater access to all residents, and protects the facilities against vandalism. The proximity cards are programmed to allow access to the clubhouse, fitness room (those who are 18 and over and have filled out the fitness room agreement), tennis court (those of you who are 12 and over) and pool. Every resident who is 7 years and older will be issued a security proximity card for access into the clubhouse. **A fee of \$10.00 for access cards is required per household.** Once your application has been received each resident listed will be assigned a proximity card and the card(s) will be sent to you. Lost cards will be replaced at a charge of \$5.00 per card.

**Please list below full names and date of birth for all residents 7 years and older.**

\*\*\*\*\*

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

NAME	BIRTH DATE

Greenhill Crossing Community Association, Inc.  
Pool and Recreational Facilities Indemnity Agreement

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT  
("AGREEMENT")

IN CONSIDERATION of being permitted the use of the Greenhill Crossing Community Association's Pool and Recreational Facilities, including but not limited to the Community Swimming Pool, the Fitness Room Facilities, and Tennis Courts, located at 14700 Gap Way, Gainesville, Virginia, 20155

I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Recreational Activities, including but not limited to Swimming, Tennis, and Fitness Related Activities, including but not limited to Weight-Lifting ("Recreational Activities") and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further agree and warrant that if at any time I believe conditions to be unsafe; I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that (a) RECREATIONAL ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in these Activities.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Greenhill Crossing Community Association, Inc., their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.
4. The Member further agrees that he/she shall indemnify the Association for any and all costs or expenses, including but not limited to attorney's fees, which are incurred by the Association arising out of any claim filed against it by the Member.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT AND INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

MEMBER'S SIGNATURE (only if age 18 or over) and PRINTED NAME:

Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (state) (Zip)

Phone:(\_\_\_\_) \_\_\_\_\_

Greenhill Crossing Community Association, Inc.  
Fitness Room Use Agreement

The Greenhill Crossing Community Association, Inc. (hereinafter referred to as the "Association") And the undersigned member(s) (hereinafter referred to as the "Member") hereby agree to the following Terms and Conditions of this Agreement:

1. Use is defined as the use of the specific Facilities herein described between the hours of 5:00 a.m. and 11:00 p.m., Monday through Sunday.
2. The Member acknowledges that no staff will be provided by the Association for use of the Fitness Room Facilities located at 14700 Gap Way, Gainesville, Virginia, 20155 (hereinafter referred to as the "Facilities").
3. The Member further agrees to assume all risk of using the Fitness Room Facilities without staff supervision or assistance.
4. The Member agrees to exercise due care and diligence in using the Facilities. The Member also agrees the furniture, appliances, and equipment, including but not limited to any or all exercise machines and weight-lifting equipment in the Fitness Room, are under his/her control. And therefore, the Association is not liable to the Member for any damage whether to person or property caused by the failure of any plumbing, heating, sewage, electricity, water, or gas systems or for the failure of any fixture or equipment including but not limited to the exercise machines and weight-lifting equipment located in the Fitness Room.
5. Upon completion of this Agreement, the Member will be entrusted with an access card to the Facilities. This card shall in no way be conveyed to any other person(s). This will result in the immediate suspension of said Member's privileges for use of the Fitness Room Facilities. The Member must notify the Association immediately if the access card is compromised in any way.
6. All Members using the Fitness Room Facilities must vacate the premises promptly at 11:00 p.m., as the security system will be energized at that time.
7. This Agreement shall in no way limit or narrow the coverage of the clubhouse Agreement and any provision contained therein.
8. The Member hereby acknowledges that he/she has reviewed a copy of the Fitness Room Rules and agrees to abide by all posted Fitness Room Rules. Failure to abide by Fitness Room rules will result in the immediate suspension of said Member's privileges for use of the Fitness Room Facilities.

Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (state) (Zip)

Phone:(\_\_\_\_\_)\_\_\_\_\_