

## USE OF GYM ACKNOWLEDGEMENT AND WAIVER

I, \_\_\_\_\_ (Print Name), hereby advise Prestige Student Living, a sister brand of Homes for Students Limited, a company registered in England with Company Number 09840367 whose registered office is at Hornbeam House, Hornbeam Park, Harrogate, North Yorkshire, HG2 8QT (“Homes for Students”), that I wish to use the gym facilities located at Renslade House, Bonhay Road, Exeter EX4 3AY (the “Gym Facility”) and that I understand, acknowledge and agree to the following in connection with any use of the Gym Facility:

### 1 Use of the Gym Facility

1.1 I understand, acknowledge and agree that:

- 1.1.1 the Gym Facility is only for the use of residents of Saltwater Place, Plymouth, Notte Street PL1 2BN (“the Property”);
- 1.1.2 use of the Gym Facility is completely voluntary;
- 1.1.3 there will be no on-site supervision of the Gym Facility;
- 1.1.4 first aid or other medical treatment is located at the Property reception during week days between the hours of 9am and 5:30pm (excluding bank holidays);
- 1.1.5 if medical assistance is required outside of these hours, I will contact 999 for the ambulance service;

and I will at all times use the equipment in the Gym Facility at my own risk.

### 2 Compliance with Rules

I agree that I will comply with the policies and rules applicable to the Gym Facility as may be in force from time to time. I understand, acknowledge and agree that Homes for Students/Prestige Student Living reserve the right to refuse me use of the Gym Facility if I fail to comply with the policies and rules applicable to the Gym Facility, as may be in force from time to time. I agree that I am liable for any and all costs, damages, expenses and liabilities in respect of any loss, damage, death, personal injury, financial loss, legal proceedings or compensation due to Homes for Students/Prestige Student Living or any third party arising from my failure to comply with the policies and rules applicable to the Gym Facility, as may be in force from time to time.

### 3 Equipment and Faults

I acknowledge that no induction will be given to me by Homes for Students/Prestige Student Living prior to using the Gym Facility. I will at all times follow all instructions (whether they be written or verbal), warning notices or signs provided in relation to access to and use of the Gym Facility including without limitation those relating to the proper and safe use of any equipment, the requirement for a partner or spotter, or any weight restriction for use of any equipment. I agree that I will not use equipment that I do not know how to operate. In the event of any equipment malfunction or fault, I agree I will bring this to the attention of the Homes for Students/Prestige Student Living Property Manager (during the hours of 9am and 5:30pm on weekdays (excluding bank holidays) or in the event of a malfunction or fault outside of these hours I will contact the Homes for Students/Prestige Student Living Property Manager by email on [saltwaterplace@prestigestudentliving.com](mailto:saltwaterplace@prestigestudentliving.com). If the fault creates a potential health and safety risk I agree I will report the potential risk immediately to the Homes for Students/Prestige Student Living Property Manager (available between the hours of 9am – 5:30pm on weekdays (excluding bank holidays) by telephone on 01752 717656) and by email at [saltwaterplace@prestigestudentliving.com](mailto:saltwaterplace@prestigestudentliving.com) outside of these hours).

### 4 Physical Ability

I understand and acknowledge that the physical activities to be undertaken at the Gym Facility can present a medical risk, and I voluntarily accept this risk. I agree I will not use the Gym Facility without first consulting a medical professional to confirm that I am medically fit to use the equipment in the Gym Facility. I agree that if I have any concerns about any pre-existing medical condition or medical condition diagnosed after signing this acknowledgement and waiver, I will seek the advice of a medical professional before I use the Gym Facility.

### 5 Personal Belongings

I understand and acknowledge that any personal belongings I bring to the Gym Facility are my sole responsibility and that Homes for Students/Prestige Student Living will not be responsible for any loss or damage to any personal belongings.

### 6 Waiver

6.1 I hereby waive any right I may have against Homes for Students/Prestige Student Living, and discharge any claim I may have against Homes for Students/Prestige Student Living, in respect of:

6.1.1 loss of or damage to my property arising from, relating to or in connection with my use of the Gym Facility; and

6.1.2 any death or personal injury to myself arising from, relating to or in connection with my use of the Gym Facility;

to the extent any such loss, damage, injury or death is caused or contributed to by my negligence.

6.2 Nothing in this acknowledgement and waiver shall limit or exclude said Homes for Students/Prestige Student Living’s liability for any death or personal injury resulting from their negligence or any liability that cannot be excluded under applicable law.

This acknowledgement and waiver and any dispute or claim (including contractual, non-contractual or delictual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and the courts of England shall have the exclusive jurisdiction as regards any dispute or claim (including contractual, non-contractual or delictual disputes or claims), that arises out of, or in connection with, this acknowledgement and waiver or its subject matter or formation.

I warrant and represent that I have read this acknowledgement and waiver and I have an opportunity to ask, and have received answers to any questions about this acknowledgement or waiver. I execute this acknowledgement and waiver voluntarily with full knowledge of its significance, restrictions, limitations and effect.

Print Name: .....

Sign: .....

Date: .....

Room Number: .....