



# MORTON & BARBARA MANDEL

## RECREATION CENTER

### FITNESS RULES & WAIVER

#### General Rules

- ▶ All users of the Fitness Center must present valid proof of residency for the Town of Palm Beach to use the facility. Anyone attempting to use false identification or allows his/her ID or membership fob to be used by another person will be suspended from using the facility.
- ▶ All users of the Fitness Center must be at least 18 and provide proof of age (photo ID) upon request.
- ▶ Membership pro-rating is not permitted. Memberships are pre-paid and non-refundable. Seasonal memberships and drop-in passes are available for short-term membership needs.
- ▶ Membership freezes are available for up to 3 months per membership term for medical or military reasons. Proof of reason must be provided in writing (letter from doctor or deployment letter). Member must inform Fitness Staff prior to the start of the leave. Membership will be reactivated at the end of the hold period unless further request in writing has been received and approved by the Fitness Supervisor and Director of Recreation.
- ▶ Personal property such as wallets, cell phones, and bags can be stored in the storage cubicles while using the center. Neither the Town of Palm Beach, nor its employees will be responsible for lost, damaged, or stolen property.
- ▶ Use of tobacco in any form is prohibited anywhere in the building or on the property.
- ▶ Personal music must be used with headphones.
- ▶ Personal phone/video calls should not be taken inside the fitness center.
- ▶ Electric scooters, mopeds, bicycles, skateboards, roller skates, and roller blades are not allowed in the building.
- ▶ No pets are allowed, except for service animals providing assistance to disabled users.
- ▶ The use of bottled beverages is encouraged, but open containers (cups) and food are not allowed in the Fitness Center.
- ▶ Unauthorized personal training or instruction is not permitted. Infractions should be reported immediately to staff.
- ▶ Individuals who participate in any activity do so at their own risk.

#### Dress Code

- ▶ Non-marking athletic shoes must be worn in all activity areas. Waffle-soled shoes, open-toed shoes, cleats, and bare feet are prohibited in activity areas (except where appropriate for martial arts and dance activities).
- ▶ Shirts must be worn at all times in the Recreation Center.
- ▶ Individuals in all public areas must wear undergarments.
- ▶ For health and safety reasons, appropriate footwear is to be worn at all times.
- ▶ Swimsuits are not considered appropriate fitness attire.

#### Guests

- ▶ A member must accompany all guests.
- ▶ Guests must check in at the front desk, present a photo ID, and pay the guest fee and fill out a waiver to obtain a guest pass. Once a waiver has been filled out and stored, the guest will not need to fill out an additional waiver for future access, but they must always be accompanied by a member.
- ▶ Members are responsible for the conduct and actions of their guests and must accompany guests at all times.
- ▶ Individuals seeking admittance to the Fitness Center may not solicit members to sponsor them as guests.
- ▶ Guests intending to use the Fitness Center must be at least 18 and must provide proof of age (photo ID) upon request.
- ▶ Mandel Recreation Center staff reserves the right to refuse admittance to any guest.

- Guest pass is valid only on the day the guest pass was purchased.

#### Lost and Found

Any valuable items found within the Fitness Center will be brought to the front desk. All items should be tagged (dated and place found) and held at the desk for two weeks. After two weeks, all items in lost and found will be discarded or donated. Items such as wallets, purses, keys, cell phones, etc. will be kept for longer periods, and if deemed appropriate, will be forwarded to the Town of Palm Beach Police Department.

#### Safety

- Participation is completely voluntary and is solely determined by free choice. The Town of Palm Beach is not responsible for injuries incurred during fitness-related activities. It is strongly recommended that participants have a satisfactory health status and obtain appropriate personal accident insurance coverage for any injury that might occur in the Fitness Center.
- It is strongly recommended that participants warm-up prior to and cool-down after exercise.
- It is strongly recommended that participants lifting free weights above or over the body use a spotter for assistance (see policy in next section).

#### Equipment

- Standing on benches or equipment is not permitted.
- Equipment, dumbbells, weight plates, etc. must be returned to their proper place and cannot be taken from the room. Set the weights down on a mat and do not allow them to roll into the mirrors.
- Use of chalk is not permitted in any area of the Fitness Center.
- Please be attentive to the cleanliness of the equipment, patrons are encouraged to wipe down machines, benches, mats, etc. immediately after use. Towels and wipes are available in the Fitness Center.

#### Cardiovascular Equipment

- Please limit time on all cardiovascular equipment to 30 minutes when others are waiting.
- Controls, seats, and railings of equipment should be wiped off after using the equipment with wipes that are available at dispensers conveniently located around the Fitness Center.

#### Circuit Strength Training Equipment

- People within the circuit have the right of way. People using the equipment for multiple sets should allow circuit trainers to 'work-through'.
- During prime times, please limit your use to a maximum of two sets per station while using the strength training circuit.

#### Free Weight Spotting

- In compliance with strength training principles, it is strongly recommended that participants lifting free weights above or over the body use a spotter for assistance. Participants should plan to work out with a partner of comparable strength and ability. It is not advisable to request assistance from an individual with which they are not familiar. If they do not have a spotter, they should not lift weights above or over their body that they cannot safely control to the completion of their set.
- Recreation employees are not permitted as a part of departmental policy to assist with spotting patrons.

#### Free Weights

- Due to the potential risk of injury, it is always recommended to use a spotter when training with free weights.
- Patrons are asked to replace all dumbbells on the appropriate racks, in the assigned spaces, when they have finished using them.
- Dumbbells are NOT allowed to be dropped or slammed on the floor. If they are too heavy to lower safely, then they should use a spotter to assist them.

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Initials

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Initials

GENERAL RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT

It is the purpose of this agreement to exempt, waive and relieve Releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of Releasees. "Releasees" include the Town of Palm Beach, its affiliate associations, local associations, owners and lessees of the Facility and each of them, their officers, directors, agents, servants, employees, elected officials, and representatives arising out of the use of and any activities that I will be performing at the Morton & Barbara Mandel Recreation Fitness Center located at 340 Seaview Avenue, Palm Beach, Florida 33480.

In consideration for being permitted by the Releasees to participate in the above activities at the Facility, I hereby waive, release, discharge and covenant not to sue the Releasees for any and all claims for loss, damage or injury, including personal injury or death, or property damage which I may sustain, or which may hereafter accrue to me, as a result of participation in said activities while in, on or upon the Facility. This release is intended to discharge in advance the Releasees of and from any and all liability arising out of or connected in any way with my use of and activities performed in, on or upon said Facility, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that these activities involve an element of risk and danger of accidents and being fully aware of all the risks and hazards inherent upon entering upon the Facility and/or participating in said activities at the Facility, I hereby elect to voluntarily enter upon said Facility assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify, defend, save and to hold the above Releasees free and harmless of and from any claims, demands, actions, losses, damages, costs, suits, fines, expenses or damages (including attorneys' fees and costs), liabilities and causes of actions whatsoever of every kind and character which may incur as the result of my death or any injury or property damage that I may sustain while participating in said activities at the Facility.

I understand that my use of the Facility is entirely voluntary and I do so at my own risk and peril. I hereby acknowledge that the activities I voluntarily wish to engage at the Facility are very dangerous and involve the risk of serious injury and/or death and/or property damage. I hereby voluntarily assume full responsibility for any and all risks of loss, damage, bodily injury, and death or property damage arising out of or related to the activities at the Facility whether caused by the negligence of the Releasees or otherwise while in on or upon the Facility.

The undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees. I hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS GENERAL RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY FLORIDA LAW.

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Signature of Member

Print Name

Date

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Signature of Guest

Print Name

Date