



PARK TOWER CONDOMINIUM ASSOCIATION

5415 N. SHERIDAN ROAD, SUITE 107, CHICAGO, ILLINOIS 60640-1966

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5445/5455 Resident Health Club Agreement

Name(s): _____

Children: _____

Phones: H: _____ W: _____ C: _____

5445 _____ 5455 _____ Unit #: _____

Email Address: _____ State ID/License #: _____

Type of Membership 5445/5455 (check one):

- ☐ **Single**
☐ **Double** (Limit two people occupying the same unit)
☐ **Family** (Limit two adults and two children or four family members occupying same unit)

Schedule of Prices:	Single 6mo \$308	Single 1yr \$434	Double 6mo \$483	Double 1yr \$783	Family 6mo \$694	Family 1yr \$1090
(certified check or money order)	Single 1mo \$59	Single ____mo \$59 per month	Double 1mo \$88	Double ____mo \$88 per month	Family 1mo \$123	Family ____mo \$123 per month

Membership Term (check one): ☐ 1 Year ☐ 6 Months ☐ 1 Month ☐ __ Months

This is a (check one): ☐ New Membership—Start Date: _____, or a ☐ Renewal Membership?

NOTICE: Members and guests use the health club facilities, equipment, pool, jacuzzi and sauna at their own risk.

The undersigned acknowledges and agrees membership is subject to review and final approval by the Park Tower Condo Association Management Office. Applicants authorize verification of eligibility for membership and hereby agree to abide by all the Park Tower Condo Association rules and regulations, including those governing the Health Club, Pool, and Weight and Cardio rooms as listed on page 2 of this document. Members agree to be responsible for the behavior of their co-members, guests and/or trainers. The undersigned recognizes and agrees that any violation of Park Tower rules and regulations or any misuse of the facilities may result in membership being revoked without reimbursement of fees, fines to the Unit Owner by the Association's Board of Directors, and any other remedy allowed by the Association's Rules, Declaration or applicable law.

Membership shall expire after the designated number of months from the date of acceptance and should be renewed prior to expiration for continued use of the facilities. Should any member choose to discontinue the membership for any reason, or if a membership is revoked for any reason, it is understood and agreed by the undersigned that fees paid will not be prorated or reimbursed by the Association.

The undersigned also agrees that use of the facilities is done so at members and guests own risk, and hereby holds harmless and indemnifies the Association, their agents, employees, officers, directors, and contractors from any and all causes of action, damages and claims resulting from use by the undersigned, all members of this agreement and any of their guests.

Members from 5445 or 5455 will be required to present a current State or Driver's License with proof of address. Dues must be paid in advance via cashier's check or money order, made out to Park Tower Condo Association. Rule violations may result in membership being revoked and legal action for any damages to the facility or equipment caused by the member.

*Member Signature: _____ Date: _____

*Co-member Signature: _____ Date: _____

**Members must also initial the bottom of Page 2.*

Office Personnel Only:

ID _____ HH _____ INITIAL _____ START: _____
CHECK # _____ RECEIPT # _____ END: _____

PARK TOWER HEALTH CLUB RULES (Effective 08/01/2024)

For your safety and security, entry to all club facilities and use of weight and cardio rooms is continuously monitored

Rules Concerning Children:

- All children **under the age of 16** must be accompanied by an adult club member at all times.
- As long as they are accompanied by an adult club member, children **between ages 12-16** can use all the club facilities.
- Children **under the age of 12**, accompanied by an adult club member, are allowed only in the swimming pool and racquetball room. They are prohibited from entering all other club facilities.
- Only children of the opposite sex less than 5 years old are allowed in locker rooms and only when accompanied by an adult club member. Prior to taking such child into locker room, accompanying adult should advise other persons in the locker room that a child of the opposite sex will be entering. If the child is already in the locker room when another person wants to enter, accompanying adult should advise persons entering the locker room that a child of the opposite sex is in the room.

Guests of Club Members:

- Only Health Club members may bring guests to use the club facilities. Personal trainers are not required to have a membership or guest pass when supervising a current club member, except when using the facility for their own use.
- Members shall register their guests at the Health Club and pay guest fees BEFORE their guests use the club.
- Guest passes can be purchased in advance at the management office or pool by cashier's check or money order. No Cash or personal checks.
- **A MEMBER MAY BRING THREE (3) GUESTS. MEMBERS MUST ACCOMPANY GUESTS AT ALL TIMES. ONLY NON-RESIDENTS OF PARK TOWER CAN BE BROUGHT INTO THE CLUB AS GUESTS. CURRENT RESIDENTS OF PARK TOWER CANNOT ENTER THE CLUB AS GUESTS.**
- **NOTE: FOR YOUR SAFETY AND SECURITY, ALL ACCESS TO THE CLUB FACILITIES IS BEING MONITORED. MEMBERS ALLOWING A NON-MEMBER TO ENTER THE CLUB WITHOUT A GUEST PASS WILL BE SUBJECT TO A MINIMUM FINE OF \$50 FOR EACH NON-MEMBER OR GUEST WITHOUT A GUEST PASS.**

General Club Rules and Regulations:

- Upon entering the club, members shall sign in and present their membership card to the attendant, if on duty.
- Smoking is NOT permitted in any club facility.
- Members and their guests shall provide and use their own towels.
- Food and alcoholic beverages are not permitted in the health club facilities. No glass containers are allowed. Only non-alcoholic beverages in unbreakable containers are permitted.
- Members are expected to wear clean clothes and have non-offensive body odors when using the health club. No perfume, cologne or body sprays should be worn.
- Only battery-operated personal media and audio devices are allowed. **Headphones or earphones are required for all electronic devices.**
- Use of facilities and equipment is at the own risk of patrons. Misuse of equipment or facilities and any behavior that may result in damage or injury is strictly prohibited, and may result in penalty or suspension of membership.
- Members shall not remove any equipment or furniture from the club facilities, and shall replace all equipment to its proper location.
- All club members and guests shall obey club rules and regulations as required by the State of Illinois and City of Chicago. The Association reserves the right to assess fines for rule violations or cancel any club membership due to violation of the rules and regulations, Condo Declaration or any applicable law. For your safety and security, all access to the club is being monitored.

Pool Rules and Regulations:

- Soap showers are mandatory before entering the Swimming Pool or the Jacuzzi.
- All members and their guests use the pool and jacuzzi at their own risk whether a pool attendant is present or not.
- All members and their guests shall wear appropriate swimming attire in the pool or jacuzzi.
- Swimming attire is not to be worn in the lobby or other public areas, including the building's passenger elevators. Members shall use only the service elevators and wear a robe or other form of cover-up on the way to and from the swimming pool area.
- Members and guests shall dry off before leaving pool area and entering the building or elevators.
- Babysitters, guardians or caregivers are not required to obtain club membership or purchase a guest pass when supervising a current member, except when using the facilities for their own use.
- Glass, alcohol, food, smoking, wheeled toys, pets and plug-in electrical devices are prohibited in the pool area and sun deck.
- Rafts and other flotation devices, except life jackets, will be allowed only if there are no more than seven people in the water.
- Running in the pool area and diving into the shallow end of the pool is strictly prohibited.
- Children who are not toilet-trained shall wear specially designed diapers suitable for swimming. Regular diapers not allowed.
- Report any accident or injury to the pool attendant or staff immediately. When the attendant is not present, the phone in the pool area can be used in emergencies to call 911 and then dial the front desk at 773-769-3083.

Weight and Cardiovascular Room Rules and Regulations:

- Gym shoes are required in the weight and cardio rooms. Street shoes, sandals, flip-flops or other similar footwear are not allowed. Barefeet are not allowed in the weight and cardio rooms.
- Members and guests shall wipe down equipment after use and sanitize the equipment with available antiseptic spray or wipes.
- Weight equipment should be returned to its proper location after use. Weight and cardio equipment is not to be removed from the club.
- In order to accommodate all club patrons in the cardio room, patrons are asked to sign up on the sign-up sheet on the attendant's desk before using any cardio equipment.

*Member Initial _____ *Co-Member Initial _____ *Owner Initial _____

Condominium Amenities Use Agreement
Park Tower Condominium Association
5415 North Sheridan Road, Chicago, IL 60640
(the “Association”)

Whereas, the undersigned Owner or Resident or Health Club Member of the Association desires a grant of access to portions of the common areas of Association related to certain amenities of the condominium (the “Amenities”), the undersigned Owner or Resident or Health Club Member expressly agrees as follows:

Owner or Resident or Health Club Member hereby acknowledges that he/she has been granted access to the Amenities, which by its nature contains certain hazards and dangers which are inherent to the use of a fitness and exercise facility.

Owner or Resident or Health Club Member acknowledges that he/she voluntarily assumes all risks and dangers incidental to such entry to and use of the Amenities, and waives all right of claim or cause of action against the Association and its managing agent, The Habitat Company LLC (“Habitat”), for any injuries or damages incurred in the course of or as a result of the use of such Amenities and the exercise of such grant of access by the Association and/or Habitat.

To the fullest extent permitted by law, Owner or Resident or Health Club Member agrees to indemnify, defend, and hold harmless the Association and Habitat from any and all claims, suits, actions, demands, damages, liability, losses, costs, and expenses, including attorney fees, which arise out of or, are claimed to arise out of, injuries to the undersigned, or damage to property, including loss of use thereof, the occurrence of which in any way relates to the presence of Owner or Resident in such common areas of the Association and use of the Amenities under such a grant of access.

AGREED AND ACCEPTED:

Owner or Resident or Health Club Member:

Signature

Owner or Resident (Circle One)

Address: _____

Unit No.: _____

Print Name

Date