

Terms & Conditions for use of the Gym

THIS GYM IS OWNED BY DEVONSHIRE RESIDENTIAL INVESTMENTS LTD & MANAGED BY WESTONE STUDENT ACCOMMODATION

1. The gym is provided **solely for the use of the tenants of West One Student Accommodation and are residents at West One**, Sheffield, & for the duration of your signed tenancy agreement only.
2. **GUESTS ARE NOT PERMITTED TO USE THE GYM**
3. Using the Gym indicates that you accept the Terms and Conditions of use. If you do not accept the Terms and Conditions, do not use the gym. Your safety is our main priority.
4. This gym is unsupervised.
5. You must be 18 or over to use the gym.
6. You understand that exercise may be a risk to your physical health and safety if not done properly. **YOU ARE ADVISED TO SEEK MEDICAL ADVICE BEFORE USING THE EQUIPMENT IN THIS GYM.**
7. It is specifically your responsibility to make sure that you are capable of doing the exercise provided by any program you follow or any equipment and apparatus that you use. Always seek the advice of a professional for any questions you may have regarding any medical condition prior to using the gym. If you have any concerns about your physical condition, you must not do any strenuous physical activities without first getting medical advice.
8. You have an obligation and responsibility to yourself, as well as to other users of the gym to conduct yourself in a safe manner.
9. You must not use the gym while under the influence of drugs or alcohol or while suffering from or experiencing any other condition that might impair you.
10. Smoking is not permitted anywhere inside the gym.
11. You are not allowed to bring crockery, glass or food into the gym.
12. Bottled water only is allowed in the gym. This is strongly recommended during exercise.
13. You are responsible for checking, ensuring and maintaining the safety and safe operating condition of any and all equipment that you may utilize while present in or using the gym. You use and accept those items "as is" and use them at **YOUR OWN RISK.**
14. All persons entering do so at their own risk. Devonshire Green Residential Investments Ltd will not accept responsibility or liability for any injury, loss, fatality or damage whatsoever caused to any person or property.
15. Read all notices and information provided before using the machines.
16. You bring all personal belongings to the gym at your own risk. We do not accept liability for any loss or damage to these items. We recommend that you do not bring valuable items to the gym.
17. You agree that you are entering the gym at your sole risk and liability and waive any and all claims against Devonshire Green (Residential Investments) Ltd, its officers, agents, and employees for any injuries, damages, or losses. All gym users specifically assume all risks of injuries, damages or other such losses while using any equipment. They should exercise due care in these circumstances and should make their own personal insurance arrangements.
18. You confirm that you do not have any injury or illness that could be aggravated by use of the gym or any of its equipment or apparatus.
19. Facilities are available on a 'first come, first served' basis and we are not responsible if any piece of equipment is temporarily unavailable.

20. The management may, at times, withdraw all or some of the facilities for certain periods of time to carry out cleaning, repairs, alterations, maintenance or security work or for reasons that are beyond its control.
21. You understand that the gym may be closed at any time and that these terms are not a promise that the gym will be open or available for use at any particular time or date.
22. No refunds will be available in the event of closure.
23. The management reserves the right of admission to the gym and may refuse access to any person whose conduct is injurious to the character or interest of the gym or a danger to their or another's safety.
24. Patrons are required to *bring a towel* and wipe down the equipment after use for hygienic purposes. Always use your towel on the equipment.
25. Warm up before using free weights and weight machines.
26. All persons using the gym are required to wear appropriate clothing - Wear a shirt and closed in shoes at all times.
27. Replace weights when you finish using them. Be considerate towards other gym users.
- 28. YOU ASSUME ALL RISKS AND RESPONSIBILITY FOR ANY HARM, LOSS, DAMAGE, PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH TO YOU OR OTHERS RESULTING FROM, ARISING OUT OF, OR ANY WAY IN RELATION TO YOUR USE OF OR PRESENCE IN THE GYM'S FACILITIES EQUIPMENT AND APPARATUS.**
- 29. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE GYM FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, LIABILITY OR JUDGMENT RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH YOUR PRESENCE IN AND/OR USE OF THE GYM, ITS FACILITIES, EQUIPMENT OR APPARATUS.**
30. You understand that this disclaimer of liability is intended to be as broad and inclusive as permitted by the laws of the UK and agree that if any portion is held invalid, the remainder will continue in full legal force and effect.
31. These terms and conditions shall be governed by and construed in accordance with UK law. Disputes and claims arising out of or in connection with the use of the gym or these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
- 32. THIS DOCUMENT IS SIGNED BY THE TENANT FOR HIM OR HERSELF.**
- 33. BY ENTERING THE GYM, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS. YOU THEREBY ASSUME RESPONSIBILITY TO ENSURE THAT YOU KNOW THE TERMS AND CONDITIONS OF USE.**

I agree to these terms & conditions

Apartment Number:.....

Name/s:.....

Signature/s:

Dated: