



June 15, 2020 Update (#149)

To: Board Members & Residents
From: Charles H. Greenthal Management Corp.
Re: Reopening the Gym Amenity: COVID-19 Supplemental Gym Rules

In light of the city's successful efforts to stop the spread of COVID-19 and our being on the precipice of joining the rest of the State in Phase II reopening, we are happy to send you this memo informing you of our preparations for reopening the gym facility.

While we all eagerly await a return to some semblance of normalcy, and being able to access this amenity, it is important to understand that we may only move forward as long as we act in accordance with the guidelines put into effect by City/State and Federal mandates, which include maintain social distancing protocols and the use of a facemask or covering when unable to maintain 6 feet of distance from others.

Below is a list of COVID-19 related suggestions for cooperatives and condominiums, to assist Boards in planning for the building's residents to return to more active lives. Immediately following this section is a sample Agreement & Release of Liability we recommended residents sign (*for resident adults and/or on behalf of any children they may bring*), before being allowed to use the amenity, to acknowledge the risks of COVID-19 exposure and their understanding and acceptance of the rules put in place to mitigate them.

Before "Reopening" Building Staff will be directed to do the following:

- Cleaning & Disinfecting:** Prior to "reopening", make certain all surfaces and equipment are thoroughly cleaned and disinfected. Once "reopened", ensure the space and all equipment are cleaned and disinfected multiple times a day (*starting with the morning shift, in the afternoon depending on volume of usage, and at the end of the day*).
- Consider replacing the watercooler** with water bottles (*in a contact free manner*) to reduce risk of transmission; you may also opt to encourage residents to bring their own water bottles.
- Post signage** re: hand washing/sanitizing, social distancing, listing symptoms (*as currently understood*) and one reminding residents to stay home if they feel unwell. If necessary, Boards may also opt to tape off machines and use floor tape to promote social distancing. For equipment that cannot be move, consider plexiglass as a means of separation.

Covid-19 Recommendations for Gym Reopening

1. **Hours of Operation:** The gym is only open for a set timeframe
2. **Face Masks:** Residents using the gym must wear a face mask - at all times.
3. **Food & Drink:** No food or beverages may be taken onto or consumed in the gym (*except for water*).
4. **Social Distancing:** Six-foot social distancing protocols must be complied with by all residents using the gym, however, residents residing with in the same apartment are permitted to be in proximity of each other.
 - a) *Some existing seating areas and equipment may be moved or turned off limits to promote social distancing protocols.*
5. **Length of Use:** Residents must limit their use of the Gym to one hour in order permit other residents to benefit from and enjoy the facility.
 - a) *Schedule an appointment and limit the times that one resident uses the gym on a weekly basis.*
 - b) *Wipe down equipment after usage.*
6. **Acknowledgement and Release Waiver:** Each Resident seeking to use the gym must sign the attached Acknowledgement and Release on behalf of his or herself. Upon signing the Acknowledgement and Release, the resident's key card or key fob will be programed to allow entry to the Gym. (*see the attached sample waiver*)
 - a) *Residents seeking to bring non-adult children who are otherwise permitted to access and use the gym must sign a separate Acknowledgement and Release on behalf of each child that they desire to bring to the gym.*
 - b) *Residents who have not signed the Acknowledgement and Release and non-resident guests are not permitted use of the gym.*
7. **Pre-existing Gym Rules:** Any Gym Rules not explicitly modified by these Covid-19 Supplemental Gym Rules remain in full force and effect and must be followed by all those using the gym.
8. **Violations:** Violation of these Supplemental Rules and/or the gym Rules will result in immediate suspension of a resident's right to access the facility.

We recommend the following changes be amended to the house rules to assist with enforceability. We will continue to provide you with protocol updates as more information or changes in mandates are publicized by the State or healthcare professionals.

We wish everyone a safe and enjoyable summer.



Agreement and Release of Liability

Unit: _____

Date: _____, 20__

This "agreement and release" is for the benefit of Park South Tenants Corp. its officers, managers, unit owners, and managing agent, Charles H. Greenthal Management Corp. (collectively, the "Cooperative").

I have requested the opportunity to use the exercise equipment and facilities in-side the gym maintained by the Condominium at _____ New York, New York (the "Gym"). In consideration for allowing me to use the Gym, I make the following acknowledgments and promises:

- 1. Acknowledge that the novel Coronavirus pandemic ("COVID-19") is highly contagious and may be transmitted through various media, including air transmission, and that it may remain active in the air and on surfaces for some time. I am aware that New York City and New York State are currently subject to restrictions on "physical distancing" and other social interaction as a result of COVID-19, and that the Condominium has adopted other restrictions in order to limit the risk of infection by its residents (collectively, the "Guidelines"), and that the Guidelines may be amended or supplemented from time to time. I agree to comply with all Guidelines, as they may be supplemented or amended, in connection with the use of the Gym.
2. I acknowledge that persons who may be infected with COVID-19 may use the Gym even though they demonstrate no outward symptoms. I acknowledge that no disinfection or sanitizing procedures utilized by the Condominium in the Gym can assure the limitation or absence of COVID-19 from the Gym.
3. I assume all risk of and responsibility for infection, illness, injury or death arising from COVID-19 sustained in connection with my use of the Gym, including claims of third parties arising from the alleged transmission of COVID-19 (directly or indirectly) by me in connection with my use of the Gym. I agree to indemnify and hold harmless the Condominium, from all claims, losses, damages, liabilities and expenses (including, with-out limitation, reasonable attorney's fees and expenses) of any kind that may be incurred by the Condominium in connection with any such claims. This assumption of risk and indemnity shall include any of and all claims, demands, damages, and causes of action, present and future, whether known or unknown, resulting from my use of the Gym, including (without limitation) all claims based on negligence or defects, whether known or unknown.
4. I agree that I, my heirs and legal representatives:
a. will not make a claim or initiate a suit against the Condominium for any injury or damage arising (directly or indirectly) in connection with COVID-19 resulting from my use of the Gym; and
b. hereby release and discharge the Condominium from all claims, losses, damages, liabilities, expenses or demands arising (directly or indirectly) in connection with COVID-19 resulting from my use of the Gym.
5. I have not requested or received any express representations or warranties as to the use of the Gym and the Condominium does not make any implied representations or warranties with regard to fitness for use of the Gym.
6. I understand that people with disabilities or other health conditions maybe at special risk using the Gym facilities. If I have a disability, impairment, medical condition, or illness, I promise to consult with my physician and receive the approval of my physician before using the Gym.
7. The agreements contained herein shall extend to each minor child of mine, guests, visitors, or trainers who may use the Gym at my request, and the terms and references to the "undersigned", "I" and "my" shall be deemed to include such minor children, guests, visitors, trainers or therapists engaged by me. Nothing in the foregoing shall imply that the Condominium has consented to anyone other than myself using the Gym unless that consent has been expressly given under the Guidelines.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT AND RELEASE WILL BE BINDING UPON ME AND SIGN IT OF MY OWN FREE WILL.

THE SIGNATURES OF ALL PERSONS WHO ARE PERMITTED TO USE THE GYM UNDER THE GUIDELINES, AND WHO WILL BE USING THE GYM, ARE REQUIRED BELOW.

TENANT/SHAREHOLDER

IF USER IS A MINOR, PLEASE COMPLETE:

Print Name: _____

Print Name: _____

Sign Name: _____

Sign Name: _____ (Parent/Guardian)

Apartment: _____

Apartment: _____

Date: _____

Date: _____