

The Peloton Condominium Association, Inc.
Community Center
Rules and Regulations

Hours of operation of the second and third floors are 6:00am until 12:00am daily
The first floor is open 24/7
(Hours are subject to change)

These 2nd Amended Rules and Regulations (“Rules”) have been adopted by the Executive Board on September 1, 2023, and implemented to protect the investment of the members of The Peloton Condominium Association, Inc. (“Association”) and to enhance the values of their Units in The Peloton Condominiums (“Condominiums”), subject to regulation by the Executive Board (“Board”).

Each Resident and their Guests are responsible for reading, knowing and abiding by these Rules and Regulations.

COMMUNITY CENTER POLICIES

1. For purposes of these Rules, “Resident” is defined as an occupant of a commercial or residential Unit at The Peloton or The Lofts, as proven by deed or lease on conditions described below:

(a) If proven by residential deed, “Resident” shall also include spouses, domestic partners, and dependent children residing in the Unit. All others residing in the Unit must show proof of residency.

(b) If proven by residential lease, “Resident” shall include only those individuals identified in the lease and legally entitled to be residing in that unit per City of Boulder occupancy regulations.

(c) If proven by commercial deed or lease, “Resident” shall include one or two named individuals designated by the Unit owner(s) or lessee(s) as those individuals who are entitled to use the Community Center subject to compliance with all of these Rules.

2. All Residents must sign in at the Community Center entrance upon each entry and show a Peloton Photo Identification (once issued by the Association). Failure to show this ID will result in refusal of access to the Community Center. Admittance to the Community Center is with a fob issued by an authorized Peloton staff member. The fob is for the sole use of the Resident whose name and photograph are associated with that fob. Use of a fob by a person other than the Resident is prohibited.

3. All Residents 14 years of age and older are required to have a valid ID card. Residents under the age of 14 are not required to have ID cards, as for safety purposes they cannot use the facility without a supervising adult.

4. Residents may bring Guests to the Community Center as follows: Residents of The Peloton (Buildings C & D) and Residents of The Lofts (Buildings E & F) are permitted to have four (4) Guests per Unit in the Community Center, whether in the Fitness Center (1st floor), or on the 2nd and 3rd floors. Personal trainers, coaches, and instructors are classified as Guests.

5. An Owner that leases out their Unit also transfers access to the Community Center to their lessee during the term of that lease.

6. Exclusive use of the spin room on the 1st floor, as well as the entire 2nd floor or portions thereof, including the Movie Theater, are available by reservation and payment of rental fees as specified in the Community Center rental policies. The workout facility on the 1st floor and the 3rd Floor Pool Area may not be reserved. Consult with Management or Staff to review the Association's rental policies.
7. Extended Guest Privileges: A Guest registration form submitted to the Association is required for any Guest staying with a Resident for more than two days and for up to two weeks. Registration will allow the Guest to use the Community Center without the Resident being present. In such case, the Owner of the Unit is responsible, including financially, for the behavior of their Guest(s). Individuals that are housesitting for more than two days can be considered Extended Guests. Permission must be requested from and granted by the Board to allow long-term Guests of more than two weeks access to the Community Center.
8. All Guests must sign a liability waiver and show a valid photo ID. Waivers will be kept on file for future use. Residents will be required to sign a liability waiver upon request for issuance of a fob.
9. Guests, other than Extended Guests, must be accompanied by a Resident at all times.
10. Anyone under the age of 14 and their Guests must be accompanied by a guardian, at least 18 years of age, at all times.
11. Nannies, babysitters, housekeepers, etc., are considered Guests of the household and must be accompanied by a Resident at all times. If such Guest is the guardian of a child, the child is considered the Resident and the guardian is considered a Guest of that Resident. In this case, the guardian does not need to be accompanied by an adult Resident.
12. Owners and Residents are responsible, including financially, for the behavior of their Guests, Lessees, and Lessee's Guests.
13. Infractions of the Rules will be enforced pursuant to the Association's Covenant and Rule Enforcement Policy. In addition to the imposition of fines resulting from such infraction, the Association may elect to suspend use of the Community Center for a period not to exceed 60 days per infraction.
14. The Community Center, including the pool deck, is a non-smoking facility. Vaporizers, electronic cigarettes, and chewing tobacco are prohibited.
15. Except as otherwise required by law, animals, other than service animals, are not allowed into the Community Center.
16. All exercise and fitness equipment must be used in accordance with manufacturer's recommendations, a copy of which can be obtained from Management or Staff.
17. Anyone who is not toilet trained or otherwise unable to control his or her bodily functions must wear waterproof pants, waterproof diapers, or waterproof swim trunks while in the pool.
18. Anyone unable to swim on their own is not allowed in the pool without being accompanied by an adult who is a proficient swimmer.

BOARD OF DIRECTORS AS SOLE INTERPRETER: The interpretation of the Rules and Regulations will be in the sole discretion of the Board. The Board shall have the right to enforce the Rules and Regulations as set forth herein, as well as all terms, conditions, restrictions, and regulations as set forth in the Association's Governing Documents (which include the Association's Articles of Incorporation, Bylaws, Declaration of Covenants, Rules, Policies, and Procedures).

FAILURE TO ACT: Failure of the Board to insist on the strict adherence to any provision of the Rules shall not constitute a waiver of such provision. Failure to enforce any provision shall not prevent the Board from exercising any of the remedies found in these Rules for a subsequent breach.

RESPONSIBILITY FOR COMPLIANCE: In all cases, Residents and Owners shall be responsible for infractions and/or violations of these Rules and Regulations by their guests, tenants, and invitees. It shall be the responsibility of each Resident and Owner to ensure that guests, tenants, and invitees are informed of and follow these Rules and Regulations, and all other of the Association's Governing Documents as they may be amended from time to time.

COMMUNITY CENTER USE RULES: Use of the Community Center is only for The Peloton and The Lofts Residents, and their Guests. Guests must be accompanied by a Resident at all times, unless they are registered with the Association per the guest registration guidelines. Proper attire is required in all areas of the facility. Owners, Residents and/or their Guests will be held financially responsible for any damages to the facility resulting from misuse and/or violation of the Rules and Regulations.

NO LIABILITY: The Association accepts no liability for any loss, injury, or death, associated with the use of the Community Center.

1ST FLOOR FITNESS CENTER

1. It is recommended that you always exercise with a partner. If you feel dizzy or faint, stop exercising and request help.
2. All individuals using the Fitness Center do so at their own risk and are solely responsible for any injuries that may occur.
3. Trainers, Coaches, and Instructors are allowed as Guests of Residents. Any Resident who uses a Trainer, Coach or Instructor is required to sign a waiver and liability release prior to engaging in such training, including virtual training. Trainers, Coaches or Instructors (Residents and/or non-Residents) may not use the Fitness Center for their own financial gain, including personal training of other Residents and/or Guests.
4. Any abuse of the equipment shall be considered an infraction, and the responsible Resident shall be required to reimburse the Association for any necessary repair or replacement of such equipment, which will be in the form of an Individual Purpose Assessment charged to the Owner of the Unit in which the Resident Resides.
5. All individuals using the Fitness Center are responsible for wiping off equipment after use, and returning the equipment used to its original location (e.g., re-racking weights).

6. Glass containers are not permitted in the Fitness Center.
7. Wet bathing suits are not permitted in the Fitness Center.
8. Shirts and athletic shoes must be worn at all times in the fitness room. In the spin/dance studio, bare feet are allowed. Street shoes are not permitted.
9. Limit cell phone conversations to areas outside of the Fitness Center.
10. Music may only be played on personal devices with the use of headphones. Boom boxes and/or external speakers are not permitted. An exception to this rule is when the spin/dance studio is rented by reservation and payment of rental fees as specified in the Community Center rental policies. In this case, such music is allowed as long as it is confined to the spin/dance room.
11. Be considerate of others and limit the television volume to a reasonable level.
12. During busy times, limit your time on the cardio equipment to 30 minutes. Please show a similar courtesy for the spin/dance room – this is not a private room unless rented, and everyone has equal access to it.
13. Anyone under the age of 14 and their Guests must be accompanied by a guardian, at least 18 years of age, at all times.

2ND FLOOR LOUNGE, GAME ROOM, THEATER, AND MEETING ROOM

1. Food is allowed on the second floor. Please be respectful and clean up when finished.
2. All furniture is to remain in their respective areas.
3. Televisions are used on a first-come, first-served basis. Be considerate of others and limit the television volume to a reasonable level.
4. Owners and Residents and/or their Guests will be held financially responsible for any damage to equipment and furniture resulting from misuse.
5. Cell phone conversations must be done quietly.
6. Wet bathing suits are not permitted on the second floor.
7. Use of the Movie Theater is on a first come, first served basis. As a courtesy to others, limit your time in the Movie Theater to 4 hours. Any Resident is allowed to join other Residents in the Movie Theater, unless the Theater is reserved for a private event.
8. Exclusive use of the second floor and sections thereof can be arranged through a reservation and payment of a rental fee to the Association.

3RD FLOOR POOL DECK

No lifeguard on duty - Swim at your own risk.

The swimming pool is a year-round pool.

Hours of operation are 6:00am until 12:00am daily

(Note: Hours are subject to change)

Food and Drink:

1. No glass of any kind is allowed on the third floor pool deck or in the pool.
2. No food or beverages are allowed within five feet of the pool or hot tubs.
3. No consumption of food or beverages is allowed while in the pool or hot tubs.
4. Backpacks, bags, coolers, etc. are subject to inspection upon entry into the Community Center.
5. All trash must be deposited into trash bins or taken home with you. BBQ and BBQ tools must be cleaned after each use.

Behavior:

1. No running, jumping, diving, dunking, excessive splashing, horseplay, or throwing or spitting of water.
2. No loud and/or inappropriate language.
3. No toys, rafts, tubes, or float devices are allowed in the pool, with the exception of U.S. Coast Guard-approved safety flotation devices (e.g., float rings, puddle jumpers, float vests, etc.) used by anyone in need of such devices.
4. No balls, squirt guns, or other water toys.
5. Fun/Splash Time shall be Wednesdays – Sundays, 11am-1pm.
6. During Fun/Splash Time only, certain pool deck behaviors will be allowed to the extent that they do not create a hazard for any persons on the pool deck area, as follows: Splashing, throwing water, loud conversations, water toys (including flotation devices, balls and squirt guns).
7. No climbing on the hot tubs ledges, walls, furniture, fire pit, or roof.
8. No bikes, skateboards, or roller blades
9. No scooters are allowed, except as permitted by the ADA.
10. Headphones must be used when playing music.
11. Cell phone conversations must be done quietly.
12. Furniture may not be reserved.
13. In strong winds or when you leave, close umbrellas and tie them down.
14. Individuals with infectious or communicable disease or open wounds may not enter the pool or hot tubs.
15. All state and local laws and regulations are strictly enforced.
16. Residents and Guests must vacate the pool area in inclement or unsafe weather conditions. Management or Staff has the authority to close the pool deck whenever the weather, safety, or maintenance conditions mandate such closure.
17. The outdoor shower is strictly for rinsing off before and/or after using the pool or hot tub. Do not use shampoos or soaps.
18. If you need to use the chair lift to enter the pool, please contact the Management in advance.
19. Anyone under the age of 14 and their Guests must be accompanied by a guardian, at least 18 years of age, at all times.
20. Anyone under the age of 5 may not enter the hot tubs.
21. Diaper changing is not allowed on the pool deck. Please use the bathroom facility.

Pool attire:

Swimsuits must be worn in the pool. No cutoffs, tank tops, or street clothing.

THE PELOTON CONDOMINIUM ASSOCIATION, INC.

COMMUNITY CENTER WAIVER AND RELEASE

In consideration of being allowed use of the community center operated by the Peloton Condominium Association, Inc. (“Association”) I, the undersigned, hereby agree as follows:

1. I have read, understand, and agree to follow the Association’s rules and regulations regarding use of the community center.
2. I am fully able to understand and evaluate the risks and hazards of using the community center and its equipment and amenities.
3. If I believe conditions are unsafe, I will immediately discontinue use of the community center and immediately report such conditions to onsite staff.
4. I fully understand that use of the community center and its amenities involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others, the conditions in which the activity takes place, and/or the negligence of others; and that there may be other risks either not known to me or not readily foreseeable at this time.
5. I and my successors, heirs and representatives hereby waive, release, and discharge the Association from and against any and all claims of liability that I may have or that may result from my use of the community center regardless of cause and I hereby agree not to sue and to indemnify and hold harmless the Association, its directors, officers, agents, employees, members, managers, and employees from and against any and all claims, liabilities, losses, demands, and costs (including reasonable attorney fees) including any property damage, personal injury, or death that I may suffer or that may result from my use of the community center and its amenities regardless of cause.
6. I shall promptly pay to the Association the full amount of any cost, loss or damage which the Association sustains and/or incurs, or for which the Association may become liable as a result of my use of the community center.
7. I hereby assume and fully accept all risks and responsibility of losses, cost, and damage I may incur as a result of my use of and/or presence at the community center regardless of cause.
8. Although I acknowledge that there is no obligation for any person to provide me with medical attention in connection with my use of the community center, I hereby consent to any such care or attention that may be provided to me.
9. I have read and fully understand the statements made herein and I voluntarily sign this Waiver and Release intending to be bound by its terms. I understand that I have given up substantial rights by signing it and have signed it freely and without an inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. I intend that this Waiver and Release be interpreted and construed as broad and inclusive as is permitted by the laws of the State of Colorado.
10. If I am executing this Waiver and Release as a parent/guardian, I understand and agree to the above for my minor.

Print Name: _____

Date: _____

Signature: _____

Address: _____

Phone Number: _____

Print Parent/Guardian Name (if under 18 years of age): _____

Parent/Guardian Signature (if under 18 years of age): _____

THE PELOTON CONDOMINIUM ASSOCIATION, INC.

COMMUNITY CENTER TRAINING ACKNOWLEDGMENT, WAIVER AND RELEASE

In consideration of being allowed to receive fitness training services at the community center operated by the Peloton Condominium Association, Inc. ("Association") I, the undersigned, hereby agree as follows:

1. I have decided to use the services of a Guest or another Resident within the Peloton community to provide fitness training services to me. I understand that the Guest or Resident providing such fitness training services is prohibited from using the Community Center for personal financial gain. I understand that such fitness training services are not reviewed, sponsored, or endorsed by the Association and not provided by the Association, on behalf of the Association, or at the Association's request. The Association receives no compensation resulting from the fitness training services. I understand that the Trainer, Coach or Instructor I am utilizing is simply my Guest or another Resident within the community who offers such services to other residents and is not an employee of, or independent contractor for, the Association. I understand and agree that I am responsible for evaluating the professional credentials of the trainer and that the Association makes no representations as to the qualifications of the trainer or the fitness training services. I understand and agree that any claims I may have concerning and related to the fitness training services are to be resolved between myself and the trainer.
2. I have read, understand, and agree to follow the Association's rules and regulations regarding use of the community center.
3. I am fully able to understand and evaluate the risks and hazards associated with participating in the fitness training sessions and of using the community center and its equipment and amenities.
4. I fully understand that participation in the fitness training sessions and use of the community center and its amenities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others, the conditions in which the activity takes place, and/or the negligence of others; and that there may be other risks either not known to me or not readily foreseeable at this time.
5. I and my successors, heirs and representatives hereby waive, release, and discharge the Association from and against any and all claims of liability that I may have or that may result from the fitness training sessions and my use of the community center regardless of cause and I hereby agree not to sue and to indemnify and hold harmless the Association, its directors, officers, agents, employees, members, and managers from and against any and all claims, liabilities, losses, demands, and costs (including reasonable attorney fees) including any property damage, personal injury, or death that I may suffer or that may result from my fitness training sessions and and/or my use of the community center and its amenities regardless of cause. I understand and agree that the Association is not providing any insurance coverage concerning losses, injuries, or damages that I may suffer in connection with the fitness training services.
6. I have read and fully understand the statements made herein and I voluntarily sign this Waiver and Release intending to be bound by its terms. I understand that I have given up substantial rights by signing it and have signed it freely and without an inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. I intend that this Waiver and Release be interpreted and construed as broad and inclusive as is permitted by the laws of the State of Colorado.
7. If I am executing this Waiver and Release as a parent/guardian, I understand and agree to the above for my minor.

Print Name: _____

Date: _____

Signature: _____

Address: _____

Phone Number: _____

Print Parent/Guardian Name (if under 18 years of age): _____

Parent/Guardian Signature (if under 18 years of age): _____