

FINAL REPORT OF GYM COMMITTEE:
RECOMMENDED RULES AND PROCEDURES FOR GYM USAGE
June 2025

For meaningful facility management, the Gym Committee proposes rules, liability protections, and access procedures. With much to cover, we labored to be concise. It is hoped the Board will review the information we assembled and attempt to collectively discuss/amend / approve at the June 17 (or at subsequent meetings if more time is needed):

- Code access Guidelines & procedures / BPS For issuing codes, signing forms, etc
- Gym Use Rules
 - To be posted prominently in the gym
 - TBD – we failed to agree on min age for users / what equipment to be restricted
 - Codes are easily changed and monitored
- General Liability Waiver form Proposed to obtain access code
- Owner Gym Access Owners to receive a 5-digit family access code
 - For BPS renters and family guests A separate 6-digit code is issued for renter / guest use
- Non BPS Renter Gym Access Owner to request 6-digit code

We should consider if owners are to definitively assume responsibility for the conduct of renters & guests. We suggest fines and process for suspensions for *ALL* violations, etc. NOTE: Current rules limit fines to \$50.

BVA should require Gym rules be incorporated into all rental agreements. This adds to the the requirement that general BVA rules and COA rules should be included in rental agreements, ensuring that renters are informed of the guidelines.

Respectfully,

BVA Gym Committee

Paul Steiman, Valory Omasta, Jon Mason, Bill Cariste

GYM CODE ACCESS, RECORDING PROCEDURES FOR BPS

- First Choice Communication has installed and maintains access coding and keypads
- An access code will only be assigned after the required forms are completed
- Fallon Kaprowski is the current “point person” for forms/codes / record keeping
- She will be available at the gym on the day of the July 5th Barbecue
- After July 5, Owners may contact the BPS office to sign forms and obtain access codes
 - **Owner and family codes**
 - Issued upon request and after necessary forms (if any) are acknowledged
 - **Renters through BPS:**
 - Owners who rent should maintain a separate renter gym access code
 - BPS will ensure the appropriate forms are in packets
 - The owner is responsible for giving the separate renter code to renters/guests
 - Owners should not share a personal access code
 - **Renters not through BPS:**
 - Owners must notify BPS about rentals with dates and names
 - Renters must use owner’s assigned renter code
 - OWNERS are NOT to share owner access code

The BPS point person has regular office hours M-F 8 to 4. Renters may be arriving at times and days outside those hours will still need to go to the office to sign documents for gym use. Other BPS employees will provide assistance when feasible

GYM USE RULES

Failing to abide by rules and maintain etiquette may result in loss of use, fines, or suspension. Use is limited to posted times and is subject to change.

Owners should not share access codes and are responsible for damages caused by guests and renters.

I. Access and Membership:

Initial: _____

1. Unique Access Code: Each unit will receive a unique, non-transferable keypad access code for gym entry, contingent upon being current on BVA and COA dues (if applicable.)
2. Code Sharing Prohibited: Sharing or distributing the access code outside the immediate family residing in the unit is prohibited.
3. Minimum Age: You must be at least 14 to enter the gym and agree not to allow access to anyone under 14. Teenagers aged 14-15 must be accompanied by a parent to enter the gym and are not permitted to use the free weights.

II. Etiquette Rules and Acknowledgement:

Initial: _____

1. Cleanliness: Users are responsible for a clean environment and will appropriately clean after usage
2. No Food or Drink – however, you may bring a reusable water bottle and refill it at the designated station.
3. Attire: Please wear clean and suitable workout clothing. Bare feet, open-toe shoes, and “socks only” are not permitted in strength and cardio areas.
4. Volume Control: Keep conversations and listening at a reasonable volume via headphones, earbuds, etc, and refrain from engaging in loud phone conversations.

III. Footwear Policy:

Initial: _____

Clean Gym Shoes Only (Mandatory): Street shoes are strictly prohibited in the gym. Members must bring and wear a separate pair of clean, gym shoes to prevent the tracking of salt, gravel, etc.

IV. Equipment Use:

Initial: _____

1. If you move equipment, return it to its designated place after use, including: equipment (weights, mats, dumbbells, weight plates, benches, and bar attachments.) Weights are not allowed on cardio machines
2. Controlled Movements: Avoid dropping weights or slamming equipment.

V. Cleaning Etiquette:

Initial: _____

Wipe down surfaces of the equipment after each use, including seats, pads, handles, and control panels. For cardio equipment include sides and front of treadmills. For ellipticals, the foot pedals also to be wiped down.

VII. Consequences for Non-Compliance

Initial: _____

In addition to fines imposed under the BVA Rules and Standards, any member, guest, or renter who causes damage to equipment, facilities, common areas, or who creates a condition requiring extraordinary cleaning, will be financially responsible for the full cost of repair, replacement, or cleaning.

VIII. Area Specific Rules:

Initial: _____

1. Cardio Area: During busy times, please limit cardio equipment use to one hour. Cardio equipment may be used for a maximum of 30 minutes.
2. Strength Area: All free weights in the strength area must remain within the designated area. Do not use dumbbells or weight plates from the strength area in the cardio or stretching areas.
3. Stretching Area: Do not remove mats or other equipment from this area. Thoroughly clean mats after use
4. Personal Belongings: Store belongings in designated areas and refrain from leaving personal items behind
5. Do not block access to the gym or park in the handicapped spot without a placard. Do not leave anything in front of the door, such as bicycles or ski equipment.

BVA FACILITY LIABILITY WAIVER

(For BVA Assoc members / owners and Immediate Family Members)

This Liability Waiver and Assumption of Risk Agreement ("Agreement") is entered into by the undersigned ("Participant") in favor of **Bromley Village Association** ("Association"), located at 372 Minute Man Lane, Peru, VT. 05152, concerning the use of the Association's fitness facility (the "Gym").

- 1. Voluntary Use** - Use of all BVA Facilities is contingent on adherence to posted and published rules and regulations.
- 2. Assumption of Risk** - I acknowledge that use of fitness equipment involves risks, including but not limited to muscle strains, cardiovascular events, falls, equipment malfunctions, etc. I voluntarily assume all risks, known or unknown, associated with my use and the use of my guests, including renters.
- 3. Waiver and Release of Liability** - To the fullest extent permitted by Vermont law, I hereby release and hold harmless the Association, its Board of Directors, officers, employees, agents, and volunteers from any liability, claims, damages, or causes of action for injury, illness, death, or property damage arising from or related to my use of the Gym, including claims resulting from the ordinary negligence of the Association or its representatives.
- 4. Medical Fitness** - I certify that I am physically able to use the Gym equipment and have not been advised otherwise by a medical professional. I am solely responsible for determining my health and safety while using the Gym.
- 5. Rules and Conduct** - I will comply with all posted and published Gym rules and understand that failure to comply may result in fines, suspension, or termination of gym access. A separate Gym Rules Acknowledgment Form must be reviewed and signed.
- 6. Age Restriction** - Gym is restricted to individuals 14 years of age or older. Teenagers 14-15 may use the gym with parental supervision and are limited to equipment other than free weights (no dumbbells or Multi-Function Smith Machine). No one under 14 may use the Gym under any circumstances. Individuals aged 14-17 must have written parental or guardian consent on file.
- 7. Indemnification** - I agree to indemnify and hold harmless the Association from any claims, demands, or causes of action brought by third parties resulting from my actions or omissions in connection with my use of the Gym.
- 8. Governing Law** - The laws of the State of Vermont shall govern this Agreement. If any provision is found invalid, the remaining provisions shall remain in full force and effect.

Acknowledgment and Signature - I have read, understood, and agree to the terms of this Agreement. I acknowledge that I am voluntarily waiving certain legal rights, including the right to sue the Association for ordinary negligence, in consideration of the benefits provided by the Association. I sign this Agreement freely and voluntarily, understanding that I am waiving these rights.

Printed Name: _____

COA name (w unit #) _____

or BVA house address: _____

Residence Address: _____

Phone/Email: _____

Signature: _____

Date: _____

If the Participant is age 14 - 17:

Printed Name (Parent/Guardian): _____

Signature (Parent/Guardian): _____

Date: _____



GYM ACCESS FORM - *Owners*

Remains in effect unless revoked via written notification

Owner Name: _____

**COA name & Unit # - or –
BVA house address:** _____

Email: _____

Phone Number: _____

Number of immediate family members over the age of 13: _____

The Bromley Village Association Gym is a self-managed facility that serves as a resource for Village Owners and, their immediate family members aged 14 and above.

Access to the gym is contingent upon following the gym rules, including but not limited to contributing to the upkeep and maintenance of the facility. Failing to abide by the rules and do your part in maintaining the gym will result in loss of use, fines, and, for repeat violations, permanent suspension.

By signing below, I:

1. Signed the Owner Waiver of Liability and signed the acknowledgment of the Gym Rules (which may be updated from time to time)
2. Accept full responsibility for myself and immediate family members compliance with the BVA Gym Rules and agree to cover fines, cleaning costs, or equipment replacement costs resulting from their misuse.
A.

Owner Signature: _____

Date: _____

GYM ACCESS FORM – *Renters/Guests*

Please complete this form if you would like to have a unique code you can provide to renters and guests (This code is separate from your homeowners' access code, which should never be shared with anyone outside your immediate family members). The quest/renter code may be shared with your quests/renters provided they have completed the necessary forms. Owner Name: _____

COA name & Unit # - or –
BVA house address: _____

I confirm the following:

- 1.
2. Renters/guest gym use is conditional upon completing the (BVA Gym Waiver of Liability) and Gym Rules Acknowledgement
3. The required form(s) must be signed and delivered to the designated contact in the Bromley Village Office prior to access being granted. I accept full responsibility for my renters' and guests' compliance with the BVA Gym Rules and agree to cover fines, cleaning costs, or equipment replacement costs resulting from their use. I understand that any violation of the rules by my renters or guests may result in suspension or termination of gym access for me and / or future renters or guests associated with my unit.

Owner Signature: _____

Date: _____