

CRESCENT RIDGE CORPORATE CENTER

FITNESS CENTER INFORMATION

RULES AND REGULATIONS

The following rules and regulations are intended to make the exercise facility ("Fitness Center") as safe, enjoyable, and pleasant as possible for all users.

USE: Only employees of Office tenants at the Building who have executed a Waiver of Release, Indemnification and Consent form may use the Fitness Center. **No persons under the age of 18 nor guests are permitted in the Fitness Center.** This includes spouses and friends.

Each person utilizes the Fitness Center and Locker Room at that person's sole risk, and the Landlord and Property Management Company shall not be liable for any claims, demands, injuries or damages to that individual or to his or her personal property.

HOURS OF OPERATION:

Monday – Friday 5:30 a.m. to 9:00 p.m.

Closed all other times and Building Holidays (**NO WEEKEND ACCESS**)

LOCATION: West end of the lower level.

CONDUCT: Any conduct which unreasonably interferes with the use or enjoyment of the Fitness Center by other members or disrupts or interferes with the normal, safe, orderly, and efficient operation of the Fitness Center is strictly prohibited.

CLOTHING: Shirts, shoes and appropriate apparel must be worn at all times when using the Fitness Center.

LOCKERS: Lockers shall be used only during the use of the Fitness Center. Any locks in violation of these rules may be removed by the Property Management office. **Neither the Landlord nor its Property Management Company is responsible for lost or stolen articles.**

FOOD AND BEVERAGES: Food and beverages shall not be brought to the Fitness Center. Bottled water and sports drinks in non-breakable containers are allowed.

SMOKING: Smoking of any kind or any other consumption of tobacco, alcohol or illegal substances is strictly prohibited.

MAINTENANCE: Each Member shall immediately notify the Property Management office in the event they discover any seemingly unsafe or hazardous defect or condition relating to the exercise equipment.

VOIATION OF RULES: Failure or refusal by any member to comply with these Rules and Regulations may result in the loss of such member's privilege of using the Fitness Center.

MODIFICATIONS: Management reserves the right to modify these Rules and Regulations from time to time in order to promote the safe orderly and enjoyable use of the Fitness Center.

CRESCENT RIDGE CORPORATE CENTER

RELEASE, INDEMNIFICATION AND CONSENT

1. I may wish to participate in activities made available to me as a tenant, or employee of a tenant. These include but are not limited to a **Fitness Room** and **Exercise Equipment**.
2. I understand that use of the facilities and equipment can cause injury or death, and I understand that there will be no attendant on duty in the facility. I agree to exercise due care for my safety at all times. I **assume all risks** associated with or incidental to these activities.
3. In consideration for my being permitted to participate in such activities, I release and discharge the owner, managing agents, officers, directors, agents employees, and assigns (the "owner") from all present and future claims and liabilities resulting from my participation or involvement in any of these activities, including but not limited to property damage and personal injuries, and **I agree to indemnify and hold harmless the owner against all liabilities of any nature from accidents of whatever cause, including the owner's negligence.**
4. I understand that I may not admit anyone other than a tenant or employee to the facility. In further consideration for my being permitted to use the facility, **I agree to indemnify and hold harmless the owner against any claims resulting from injury or damage to any guest or other person who obtains access to the facility by me.**
5. I will refrain from such activities if my health, medical condition, medical treatment, or prescription medicine makes such activities dangerous for me.

I understand that this is a full and complete release and a covenant not to sue. I have read it carefully and thoroughly and have executed it voluntarily.

I acknowledge that owner's representatives have no authority to make changes or modification in this document or to make promises regarding activities unless they are in writing or signed.

AGREED:

Signature

Date

Print Name

Female / Male (circle one)

Company Name / Suite #

Access FOB #

Signature of Property Management

Date