



Pennant Park

Fitness Center User Agreement – Waiver & Release of Liability

Name: _____ Phone: _____
Employer: _____ Date of Agreement: _____
Address: _____ Suite: _____ Building: _____ Interstate North Parkway [Circle], Atlanta, GA 30339
Contact by Email/Other: _____
Emergency Contact: _____
Access Card Number: _____

This Fitness Center User Agreement – Waiver & Release of Liability (this “Agreement”) is entered into by the User named above (“Name”), an employee of the Employer named above (“Employer”), which Employer is a tenant in that certain building referenced above (“Building”), in consideration for User being permitted to utilize the fitness center amenities located in Suite 40 in Building 210 (the “Building 210 Fitness Center”) and Suite 100 in Building 360 (the “Building 360 Fitness Center”; the Building 210 Fitness Center and the Building 360 Fitness Center are hereinafter collectively referred to as the “Fitness Centers”) located in the commercial office park currently known as Pennant Park (f/k/a Interstate North Office Park) (the “Park”) and provided by the owner of the Park, INOP ACQUISITIONS, LLC and INOP 300 ACQUISITIONS, LLC (“Owner”), as amenities for tenants of the Park and their employees whose primary office location is in the Park.

Use of the Fitness Centers by User shall be permitted upon receipt by Owner’s Property Manager for the Park, RPO Property Management, LLC (“Manager”), of this Agreement signed by User and shall expire automatically, without notice or documentation to User, on the earliest to occur of the following: (1) the date User is no longer employed by Employer, (2) the date the Building or another building in the Park is no longer the primary office location of User, or (3) the date Employer no longer leases and/or occupies space in the Park. In addition, either Manager or Owner may, without prior written notice, suspend or revoke User’s privileges to use the Fitness Centers at any time if User fails to comply with the terms of this Agreement, the Park Fitness Center Rules and Regulations (the “Rules and Regulations”) and/or such other rules and regulations governing the Fitness Centers as may be posted from time to time.

By signing this Agreement, User shall be entitled to use the Fitness Centers subject to all terms and conditions contained herein, and such additional terms and conditions as Manager and/or Owner, in their sole and absolute discretion, may institute from time to time. User, intending to be legally bound, hereby acknowledges and agrees as follows:

1. Upon execution of this Agreement, User shall be entitled to use the Fitness Centers in compliance with the terms and conditions of this Agreement. Owner and/or Manager may specify the hours and days of operation of the Fitness Centers from time to time (“Hours of Operation”), which may be different for each of the Fitness Centers, and may modify, alter, improve and/or close, either temporarily or permanently, either or both of the Fitness Centers from time to time, in each case in their sole and absolute discretion. Use of User’s access card to gain access before or after the Hours of Operation shall be grounds for termination of this Agreement. User’s access card shall be used only by the User, for the User, and shall not be shared with and/or provided to any third party to use the Fitness Centers. No guests will be allowed in the Fitness Centers, including, without limitation, any co-workers, family members or personal trainers.

2. User understands that use of the Fitness Centers involves the risk of injury. User understands that part of the risk involved in undertaking any exercise, activity or program (collectively, "Activity") is relative to one's own state of fitness or health (physical, mental or emotional) and to the awareness, care, and skill with which one conducts themselves in any such Activity. User acknowledges that the choice to participate in any Activity at the Fitness Centers brings with it an assumption of those risks and the results stemming from this choice and the fitness, health, awareness, care and skill that is possessed and used in connection therewith. Specific risks vary from one Activity to another and the risks can range from property damage to minor bodily injuries to major bodily injuries, including, but not limited to, catastrophic injuries and incapacitation, or death. **USE OF THE FITNESS CENTERS SHALL BE AT USER'S SOLE RISK, AND USER IS SOLELY AND COMPLETELY RESPONSIBLE FOR HIS OR HER OWN SAFETY WHILE USING THE FITNESS CENTERS.** User understands and agrees that neither Manager nor Owner is in the business of operating and/or supervising exercise and fitness facilities. The Fitness Centers are made available as a Park amenity for User's use at User's sole risk. Manager and Owner are not responsible for providing or making arrangements for the availability of medical attention or treatment. Owner may from time to time retain an independent contractor to operate either or both of the Fitness Centers. As of the date of this Agreement, the operator of the Building 360 Fitness Center is Excellence in Exercise, LLC (the "Operator"), and the Building 210 Fitness Center is an unsupervised and unstaffed facility.

3. To the fullest extent permitted by law, User, individually and on behalf of his or her heirs, executors, administrators, personal representatives and/or anyone else who may try to claim on User's behalf, forever waives, releases, discharges and covenants not to bring legal action against Owner, Manager, Operator, and each of their respective affiliates, partners, officers, directors, shareholders, members, employees, agents, representatives, successors, assigns and anyone acting on their behalf (collectively, the "Related Parties") from any and all claims, losses and liability for death, personal injury, property damage and/or loss of any kind or nature, foreseen or unforeseen, known or unknown, caused by, as a result of, relating to or in connection with User's use of the Fitness Centers, participation in any Activities, and/or use of any equipment or machinery therein, regardless of whether caused in part by Owner, Manager, Operator, any of the Related Parties, other user(s) and/or any third party. User, to the fullest extent permitted by law, shall indemnify and hold harmless Manager, Owner, Operator, and the Related Parties from and against any loss, cost, action, demand, suit, judgment, penalty, claim, damage, liability and expense (including, without limitation, attorneys' fees, court costs and disbursements), whether in any action or proceeding between Manager, Owner, Operator and/or the Related Parties and User, or between Manager, Owner, Operator and/or the Related Parties and a third party, or otherwise, in any way arising out of, relating to, in connection with or resulting from (i) User's use of the Fitness Centers and/or (ii) any injury sustained by User and/or any third-party relating to User's use of any of the Fitness Centers. The foregoing indemnification shall also extend to any liability, claim, damage, loss, cost or expense sustained by Manager, Owner, Operator and/or the Related Parties arising out of User's failure to comply with the terms of this Agreement. User shall reimburse the aforementioned indemnitees, upon demand, for any and all amounts due from User pursuant to this paragraph.

4. User warrants, represents and agrees that he or she is in good physical condition and has no physical or mental disability, medical condition, impairment or ailment preventing User from engaging in any active or passive Activity or that will be detrimental to User's health, safety, comfort or physical condition if User does so engage or participate in any Activity at the Fitness Centers. User shall consult a physician with respect to his or her intended exercise program before engaging in any Activity and/or using any equipment located in the Fitness Centers. User acknowledges that Manager and Owner have not provided medical advice relating to User's physical condition and/or ability to use the Fitness Centers. User agrees that he or she will not use the Fitness Centers with any open cuts, abrasions, infections or the like, and that User shall comply with local public health requirements. Manager and/or Owner may, in its sole and absolute discretion, deny access to the Fitness Centers to User and/or any other individual.

5. User is responsible for his or her own personal belongings while using the Fitness Centers. Although lockers are provided for the use and convenience of User while using the Fitness Centers, no bailment is created, and Owner, Manager and Operator shall not be responsible for lost or stolen articles of clothing or any other personal property of User while in the Fitness Centers or otherwise. Owner is not responsible for providing locks for any lockers in the Fitness Centers. User waives any claim for loss of and/or damage to personal property while using the Fitness Centers, even if such property is located in a locker. The lockers are provided for use while User is using the Fitness Centers, and User shall remove all personal possessions from the Fitness Centers, including the lockers, and remove any lock used by User, when leaving the Fitness Centers. Any property left in a locker shall be deemed abandoned and Owner, Manager and/or Operator may remove and/or dispose of such property in their sole and absolute discretion without warning.

6. User agrees to abide by all terms of this Agreement and the Rules and Regulations, as amended from time to time, and to conduct himself or herself in a quiet and well-mannered fashion when in or about the Fitness Centers so as not to interfere with the enjoyment and effective use of the Fitness Centers by other users. Under no circumstance will User use foul, loud, abusive, threatening or slanderous language, or harass or badger other users. If such are provided, User agrees to use any television and/or music system(s) located in the Fitness Centers, or personal music device(s), only with headphones. User is responsible for any damage to the Fitness Centers caused by User. Users are expected to wear appropriate athletic attire while using the Fitness Centers, and are required to wear soft-soled gym shoes in the exercise area(s) at all times. No food, beverages (except for water and sport drinks) or glass containers of any kind are permitted in the Fitness Centers.

7. Manager and/or Owner shall have the right to add, change, remove, move, eliminate and/or modify the equipment, facilities or services in the Fitness Centers in any manner deemed necessary or appropriate by Manager and/or Owner in their sole and absolute discretion. User agrees to inspect equipment in the Fitness Centers prior to using any such equipment, and to promptly report to Manager and/or Operator any malfunction, problem or damage to the equipment. User agrees to operate the equipment located in the Fitness Centers properly and to avoid careless, dangerous or otherwise inappropriate use of the equipment. Under no circumstances shall User move any exercise equipment in any manner. Users are required to wipe clean equipment after using it.

8. This Agreement may not be transferred or assigned by User for any reason whatsoever and is for User's individual and sole use only. In the event of the sale, transfer, or change of ownership and/or management of the Park, the successor to the Owner and/or Manager defined in paragraph 1 of this Agreement may, in its sole and absolute discretion, retain this Agreement, substituting its name for the name listed above, or cancel the Agreement.

9. Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be effective when given or delivered (if hand-delivered) to User at the office of his or her Employer, and to the Manager or Owner at:

INOP Acquisitions, LLC
210 Interstate North Parkway, Suite 50
Atlanta, Georgia 30339
Attention: Property Manager

10. Any liability of Owner for Owner's obligations under this Agreement shall be limited to Owner's interest in the Park and User shall not look to any other property or assets of Owner or the property or assets of any partner, member, manager, shareholder, director, officer, affiliate, beneficiary, trustee, principal, employee or agent of Owner in seeking to satisfy any judgment against Owner.

11. User understands that Owner has no obligation to provide the Fitness Centers as a Park amenity, and this Agreement shall terminate as to the discontinued Fitness Center at such time, if any, that Owner determines to discontinue offering either of the Fitness Centers as an amenity. Such termination shall be effective on the last day upon which Owner offers the terminated Fitness Center as a Park amenity.

12. User understands that this Agreement represents the entire agreement with respect to User's use of the Fitness Centers, and that this Agreement may not be changed, amended or any provision waived, except in a writing signed by Manager and/or Owner and User. If any provision of this Agreement shall be held void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. All of the representations, warranties, covenants, conditions, agreements and undertakings of User set forth in this Agreement shall survive the termination and/or expiration of this Agreement.

USER IS 18 YEARS OR OLDER, HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS, MEANING AND INTENT, AND FREELY AND VOLUNTARILY AGREES TO ALL TERMS AND CONDITIONS HEREOF, AND SIGNS THIS AGREEMENT OF HIS OR HER OWN FREE WILL WITH THE FULL INTENT THAT IT BE LEGALLY BINDING AND GIVEN FULL FORCE AND EFFECT.

User Signature: _____ Date: _____

Name (Printed): _____