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SOUTH WACKER
C H I C A G O

125 SOUTH WACKER FITNESS CENTER WAIVER FORM

I, _____, am an employee of _____,
(print full name) (print company name)
(Tenant) a tenant at 125 South Wacker Drive, Chicago, Illinois (Building), leasing space known
as Suite _____.

I understand that, so long as Tenant is a lessee of the Building and I am an employee of Tenant, I may use the Fitness Center located on the 2nd Floor of the Building, subject to the rules, regulations and hours of the Fitness Center. I acknowledge that (i) the Fitness Center is not supervised or staffed, (ii) there are inherent risks to exercising and (iii) I have been advised to obtain a physical examination prior to using the Fitness Center. I voluntarily assume all risks associated with my use of the Fitness Center and understand Landlord is not responsible for theft, loss of personal property or injury including both injury and death.

In consideration for being permitted to use the Fitness Center, I hereby waive, release and discharge 125 S. Wacker Street Property Owner LLC, IC US Capital Properties LLC, Hines Interests Limited Partnership, Hines Holdings, Inc., and all of their respective direct and indirect partners, members, officers, directors, employees and agents (each such person and entity individually, and all such persons, and entities collectively, referred to herein and the "Landlord") from any and all claims and causes of action of any nature whatsoever which I ever have against Landlord on account of or arising in connection with my use of the Fitness Center.

I further agree to hold Landlord harmless from and against any and all loss, cost, damage and expense (including reasonable attorney's fees and cost) which Landlord may sustain or incur as a result of or in connection with my use of the Fitness Center.

This Fitness Center Waiver Form shall be binding upon me, my spouse, children, legal representatives, heirs and assigns, and executors and administrators.

I have read and fully understand the Rules and Regulations for the Fitness Center and will comply with the Rules and Regulations as they may be amended from time to time. I have read this Fitness Center Waiver Form and I am knowingly and willingly stating my acceptance of the terms and conditions as contained herein.

Signature: _____ Date: _____

Key Card Number: _____ Phone Number: _____

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FITNESS CENTER RULES AND REGULATIONS

The following Fitness Center rules have been established to ensure your enjoyment and safety when using the facility. We expect members to behave maturely, responsibly and respectfully and therefore insist on your cooperation in observing these rules. We will not tolerate conduct or language that is improper, threatening or hazardous including but not limited to arguing, fighting, use of profanity, indecent behavior or inappropriate sexual activity and reserve the right to deny, suspend or terminate privileges to anyone for failure to comply with these rules.

HOURS

The Fitness Center is scheduled to be open 24 hours per day, 7 days per week. The Fitness Center will have janitorial personnel in the space cleaning between the hours of 9pm – 1am Monday through Friday, during the daytime as necessary to clean the locker rooms and restock the supplies, and any other time as necessary for cleaning and maintenance. We reserve the right to close the Fitness Center at any time without notice.

MEDICAL EXAMINATION

All members are strongly encouraged to have a complete physical examination prior to beginning an exercise program.

GUESTS

The use of this facility is limited to the employees of the tenants in this building that hold a valid key card for entry into the facility. Bringing guests to the facility is strictly prohibited. All users of the facility must have a signed Fitness Center Waiver form on file in the Office of the Building.

DRESS CODE

Proper athletic attire is required, i.e. athletic shoes, shirts etc.

LOCKER ROOMS

All belongings should be left in the locker room area and not brought to the exercise floor. Due to the limited amount of locker space, locker use is limited to the time you are currently using the facility. Locks may not be left on lockers after you leave. Management reserves the right to remove locks that are left on overnight. Any materials left in the fitness center, the locker rooms, or in a locked locker opened by building management will be moved to the building management office. Do not leave valuables unprotected or in your locker. We are not responsible for lost/stolen items.

EXERCISE ETIQUETTE

Personal audio equipment must be used with headphones. Please be respectful and courteous of those waiting for equipment during peak times. Please replace all dumbbells on the appropriate racks when finished. Please wipe perspiration off equipment after use. Show respect for equipment and this facility at all times. Do not drop or throw weights. Do not lean weights against the walls or equipment.

FOOD AND DRINK

Food is not permitted in the exercise areas. All beverages must be in plastic containers.

HVAC HOURS OF OPERATION

The Fitness Center will only be heated and cooled, in season, during the hours of 8:00 AM – 6:00 PM, Monday through Friday. After hours HVAC will not be provided.

OTHER

Immediately report any facility related injury and/or any equipment irregularity to building management or security. If you feel faint, dizzy, sick or experience pain and/or have difficulty breathing while using the Fitness Center, stop what you are doing and cool down. If you do not feel better, contact Building Security or call 911 for assistance.