

FITNESS CENTER AGREEMENT WAIVER AND RELEASE

Name (Full Legal Name): _____

Email: _____

Company: _____

Suite #: _____

Work Telephone: (____) _____

Key/Access Card Number: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: (____) _____

In consideration for the use of the fitness center (the "**Fitness Center**") located on the 3rd Floor of 10 South Riverside Plaza, Chicago, Illinois 60606 (the "**Building**") and known as Suite 330, the undersigned acknowledges to, and agrees for the benefit of, 10 S. Riverside Property Owner LLC, a Delaware limited liability company ("**Landlord**"), and its managers, members, owners, officers, directors, affiliates, mortgagees, agents, successors and assigns, as follows:

The undersigned acknowledges and agrees that he/she is permitted to have limited access to and use of the Fitness Center, subject to the terms and conditions contained in this Fitness Center Agreement Waiver and Release ("**Waiver and Release**").

Fitness Center Rules and Regulations. The undersigned understands and agrees to abide by the following Fitness Center Rules and Regulations:

- **Risks of Physical Activity.** Users should consult his/her personal physician prior to using any of the equipment or taking part in classes.
- **Minimum Age Requirement.** Users must be 18 years of age or older to use the Fitness Center. No one under the age of 18 is permitted within the Fitness Center. Users who allow persons under 18 years of age access to the Fitness Center may have their permission to use the Fitness Center immediately terminated.
- **Proper Usage of Equipment.** Users must properly utilize all equipment, familiarizing themselves with and following all manufacturer-recommended safety guidelines. Improper usage of equipment may result in serious injury or death. **Fitness Equipment may not be used in excess of 30 minutes per use.** Removal of any fitness equipment by Users is strictly prohibited. **Fitness equipment is not allowed in the locker room.** Users who bring Fitness Equipment into the locker room may have their permission to use the Fitness Center immediately terminated.
- **Duty to Notify of Faulty Equipment and Dangerous Conditions.** Users who see or encounter any faulty equipment or dangerous conditions of any type (e.g., broken equipment, pooled water, frayed cords, tripping hazards, unsanitary conditions, etc.) must promptly notify the Landlord about the conditions either in person at the Building management office, by telephone at 312-930-9890, by email at 10-120SRiverside.Info@hines.com or as otherwise posted in the Fitness Center.
- **Unauthorized Persons.** The Fitness Center is for the exclusive use of Landlord's tenants and the employees of such tenants ("**Tenants**") employed at the Building. Unauthorized persons, including friends, family and minors, are not permitted to use the facilities or equipment. The undersigned's use of the Fitness Center requires that the undersigned hold full or part time employment at the Building. The permission granted to access and use the Fitness Center shall automatically terminate at such time as User is no longer employed at the Building.

- **Prohibited Item Usage.** Use of the following items is strictly prohibited within the Fitness Center, including the Locker Rooms: personal cameras, cell phone cameras, food, gum, tobacco, drugs, open top beverage containers, stereos, musical equipment without headphones, aerosols, and any other items that create disturbances for Fitness Center patrons as determined by Landlord, in Landlord's sole discretion.
- **Privileges.** The undersigned's use of the Fitness Center and related facilities and equipment is a privilege provided solely to Tenants. Users who violate rules and policies may have this privilege revoked temporarily or permanently in Landlord's sole discretion.
- **Lost or Stolen Items.** Landlord is not responsible in any way for any lost or stolen items.
- **Storage Lockers.** The undersigned understands and agrees that he/she will be responsible for providing his/her own lock. Landlord is not responsible in any way for lost or stolen items. All personal items are to be stored in storage lockers and not left out in the gym area. **Storage Lockers may only be used during the duration of each User's workout. Landlord reserves the right to cut any Lock left on a storage locker by a User when such User is not using the Fitness Center and to discard the contents of the locker.**
- **Classes.** Self-conducted or instructor led fitness classes are strictly prohibited.
- **Additional Rules.** The undersigned agrees to abide by any additional rules and regulations as posted in the Fitness Center and updated from time to time.

Fitness Center Modification and Cancellation. The undersigned understands that Landlord reserves the right to cancel or modify use of the Fitness Center, including, without limitation, the hours of operation, before or during its operation for any reason, including emergencies, low utilization, or unavailability of the facility.

Video Surveillance. The undersigned agrees and understands that the Fitness Center is under 24/7 surveillance.

Termination of Access. The undersigned agrees that he/she shall not engage in inappropriate conduct at or allow unauthorized persons to use the Fitness Center. The undersigned understands that, Landlord, in its sole discretion, may terminate the undersigned's use of the Fitness Center at any time. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior deemed detrimental to the best interests of Landlord, the Building, the Fitness Center, other Tenants, and/or any health or safety considerations.

Assumption of Risk. The undersigned acknowledges that no attendant shall be present in the Fitness Center during the hours of operation. The undersigned understands and agrees that the use of Fitness Center presents risks to the undersigned and the undersigned's property, including the potential for serious injury or death, property damage, theft and/or monetary loss. The undersigned expressly and voluntarily accesses and uses the Fitness Center at his/her own risk and assumes and takes full responsibility for all risks and losses associated with the undersigned's access to and/or use of the Fitness Center, whether caused by the undersigned or anyone else.

Hours of Operation. The Fitness Center is open Monday-Friday from 5:30am to 8pm and Saturday from 7:00am-2pm. It is closed on Sundays. Landlord reserves the right to close the Fitness Center at any time without notice.

HVAC Hours of Operation. The undersigned understands that 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.

Towel Usage. In the event towels are lost or stolen, the Building reserves the right to discontinue supplying towels to the Fitness Center.

Release of Claims, Indemnification and Hold Harmless. TO THE FULLEST EXTENT PERMITTED BY LAW, THE UNDERSIGNED ON HIS/HER BEHALF AND ON BEHALF OF HIS/HER SPOUSE, FAMILY, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS, FULLY AND FOREVER WAIVES, RELEASES AND DISCHARGES AND AGREES TO EXPRESSLY INDEMNIFY AND HOLD HARMLESS LANDLORD AND ANY GROUND LESSOR, AND THEIR RESPECTIVE MANAGERS, PARTNERS, MEMBERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, MORTGAGEES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, FEES AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER, PRESENT OR FUTURE, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, REGARDLESS OF CAUSE OR FAULT, THAT THE UNDERSIGNED OR THE UNDERSIGNED'S SPOUSE, FAMILY, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS OR ANY OTHER PERSON MAY BE ENTITLED TO, AS A RESULT OF, ARISING OUT OF, ASSOCIATED WITH, OR RELATING TO THE UNDERSIGNED'S ACCESS TO AND/OR USE OF THE FITNESS CENTER. THE UNDERSIGNED UNDERSTANDS THIS WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT MEANS THAT NEITHER THE UNDERSIGNED, THE UNDERSIGNED'S FAMILY NOR ANY ANYONE ELSE WILL BE ABLE TO HOLD LANDLORD OR ANY GROUND LESSOR OR ANY OF THEIR RESPECTIVE MANAGERS, PARTNERS, MEMBERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, MORTGAGEES, SUCCESSORS OR ASSIGNS RESPONSIBLE OR LIABLE FOR ANY DAMAGE, INJURY, LOSS OR LIABILITY WHATSOEVER FROM THE UNDERSIGNED'S ACCESS TO OR USE OF THE FITNESS CENTER. ***THE UNDERSIGNED UNDERSTANDS THAT THIS WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IS INTENDED TO BE ALL ENCOMPASSING AND SHALL BE APPLIED AS BROADLY AS PERMITTED BY APPLICABLE LAW.***

The undersigned has read and understands this Waiver and Release, including, without limitation, the Rules and Regulations, Assumption of Risk, Release of Claims, Indemnification and Hold Harmless sections. Specifically, the undersigned understands that this is a promise not to sue and a waiver and release of, and indemnity for, claims relating to the undersigned's use of the Fitness Center. The undersigned agrees to be bound by the terms of this Waiver and Release and agrees that if any portion of this Waiver and Release is found to be invalid, illegal or unenforceable, the balance of this Waiver and Release shall not be affected in any way and shall continue in full force and effect. **THE UNDERSIGNED REPRESENTS THAT HE/SHE IS SIGNING THIS WAIVER AND RELEASE OF THE UNDERSIGNED'S OWN FREE WILL AND IS 18 YEARS OF AGE OR OLDER AND OF SOUND MIND.**

Signature: _____

Print Name: _____

Date: _____

***Incomplete Waiver & Release forms will be rejected.**