

Fitness Center User Agreement

Name: _____ Phone: _____
Employer: _____ Date: _____
Building: _____ Suite: _____
Email: _____
Emergency Contact: _____ Phone: _____
Access Card Number (provide 1st 8 digits only) _____

**If user does not already have a building access card, one will be provided for Fitness Center use only, upon acceptance of this Agreement*

This Fitness Center User Agreement (this “Agreement”) is entered into by the user named above (“User”), 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 1020 Stony Hill Road, Yardley PA 19067 (the “Fitness Center”) provided by the owner of the Fitness Center, LMCC North Acquisitions, LLC (“Owner”), as an amenity for tenants of Makefield Crossing North and their employees whose primary office location is at 1010, 1020, 1030, 1040, and 1050 Stony Hill Road, Yardley PA.

Use of the Fitness Center by User shall be permitted only upon receipt and written acceptance by Owner’s Property Manager for the Fitness Center (“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 is no longer the primary office location of User, or (3) the date Employer no longer leases and/or occupies space in the Building. In addition, either Manager or Owner may, without prior written notice, suspend or revoke User’s privileges to use the Fitness Center at any time if User fails to comply with the terms of this Agreement, the Fitness Center Rules and Regulations (the “Rules and Regulations”) attached hereto and/or such other rules and regulations governing the Fitness Center as may be posted from time to time.

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

1. Owner and/or Manager may specify the hours and days of operation of the Fitness Center from time to time (“Hours of Operation”) and may modify, alter, improve and/or close, either temporarily or permanently, the Fitness Center from time to time, in its sole and absolute discretion. Use of User’s access card or fob (“Access Device”) to gain access before or after the Hours of Operation shall be grounds for termination of this Agreement.

2. User understands that use of the Fitness Center involves the risk of injury. User understands that part of the risk involved in undertaking any physical 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 Center 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 CENTER SHALL BE AT USER’S SOLE RISK, AND USER IS SOLELY AND COMPLETELY RESPONSIBLE FOR HIS OR HER OWN SAFETY WHILE USING THE FITNESS CENTER.** User understands and agrees that neither Manager nor Owner is in the business of operating and/or supervising exercise and fitness facilities. The Fitness Center is made available as an 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 the Fitness Center (the “Operator”).

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, lenders, 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 Center, 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 Center and/or (ii) any injury sustained by User and/or any third-party relating to User's use of any of the Fitness Center. 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 Center. 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 Center. User acknowledges that Manager and Owner have not provided medical advice relating to User's physical condition and/or ability to use the Fitness Center. User agrees that he or she will not use the Fitness Center 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 Center to User and/or any other individual.

5. User is responsible for his or her own personal belongings while using the Fitness Center. Although lockers may be provided for the use and convenience of User while using the Fitness Center, 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 Center or otherwise. Owner is not responsible for providing locks for any lockers in the Fitness Center. User waives any claim for loss of and/or damage to personal property while using the Fitness Center, even if such property is located in a locker. If lockers are provided for use while User is using the Fitness Center, User shall remove all personal possessions from the Fitness Center, including the lockers, and remove any lock used by User, when leaving the Fitness Center. 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. 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 Center in any manner deemed necessary or appropriate by Manager and/or Owner in their sole and absolute discretion. User agrees that the provision of any equipment, facilities or services shall in no way be deemed a representation or warranty by Owner or Manager regarding the efficacy or safety of the same and User agrees to inspect equipment in the Fitness Center 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 Center 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. User is responsible for any damage to the Fitness Center caused by User.

7. 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 Building or Fitness Center, the successor to the Owner and/or Manager may, in its sole and absolute discretion, retain this Agreement, substituting its name for the name listed above, or cancel the Agreement.

8. 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:

LMCC North Acquisitions, LLC
800 Township Line Road
Suite 175
Yardley PA 19067.

9. Any liability of Owner for Owner's obligations under this Agreement shall be limited to Owner's interest in the Fitness Center 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.

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

11. User understands that this Agreement represents the entire agreement with respect to User's use of the Fitness Center, 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: _____

Print Name: _____

Date: _____

WAIVER & RELEASE OF LAIBILITY RELATING TO CORONAVIRUS/COVID-19

In consideration for receiving permission to use the fitness center at 1020 Stony Hill Road, Yardley PA 19067 (the "Fitness Center"), the undersigned ("User") hereby acknowledges and agrees to the following for the benefit of LMCC North Acquisitions, LLC ("Owner") and its successors and assigns:

1. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (WHO). As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. User acknowledges the contagious nature of COVID-19, that use of a fitness facility may increase the risk of exposure to or contraction of COVID-19 and that such exposure or contraction may result in personal injury, illness, permanent disability, and death. User fully assumes the risk of illness or death related to COVID-19 arising from being in and using the Fitness Center.
2. 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 and its Related Parties (as defined in the Fitness Center User Agreement to which this Waiver & Release of Liability is annexed) from any and all claims, losses and liability for death, personal injury 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 COVID-19, regardless of whether caused in part by Owner, 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 Owner 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 Owner and/or the Related Parties and User, or otherwise, in any way arising out of, relating to, in connection with or resulting from (i) User's exposure to or contraction of COVID-19 and/or (ii) User's exposure of any other person to COVID-19.
3. User is familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. User acknowledges and understands that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and User accepts full responsibility for being familiar with the most recent updates. Without limiting the foregoing, User agrees not to visit or utilize the Fitness Center (i) if User experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, (ii) if User has a suspected or diagnosed/confirmed case of COVID-19, or (iii) within fourteen (14) days of exposure to any person who has a suspected or diagnosed/confirmed case of COVID-19. User agrees to notify Owner immediately if User believes that any of the foregoing access/use restrictions may apply.
4. User agrees to comply with all building rules and regulations implemented by Owner to assist with stopping the spread of COVID-19 and other infectious diseases, which may change from time to time as guidance is updated.
5. User agrees that the foregoing Waiver & Release of Liability is intended to be as broad and inclusive as is permitted by the laws of the State of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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: _____

Print Name: _____

Date: _____

FITNESS CENTER RULES AND REGULATIONS

The following Rules and Regulations have been enacted by LMCC North Acquisitions, LLC (“Owner”) in order to make the fitness center at 1020 Stony Hill Road, Yardley PA (the “Fitness Center”) as safe, enjoyable and pleasant as possible for all permitted users (“Users”). These Rules and Regulations are applicable to all Users and may be changed from time to time by Owner.

1. Use. Users shall use the Fitness Center and related equipment solely for weight and cardiovascular training on the equipment provided. Users shall not misuse or use the Fitness Center and related equipment in any manner that will damage the same. Users shall not install, tamper with or remove, any equipment in the facility. Guests of a User are not authorized to use the Fitness Center and Users shall not grant access to the Fitness Center, nor permit the Fitness Center to be used, by any unauthorized persons.
2. Fitness Center Trainers. Users who wish to hire personal trainers and to use the Fitness Center for training will ensure that the trainer has been approved by the Manager and has completed and executed Owner’s then-current form of Fitness Center User Agreement (“User Agreement”) prior to scheduling any training in the Fitness Center. Personal trainer approval and delivery of executed User Agreements must be coordinated with property management at makefieldcrossing@rpoperations.com or 267-274-4573. Personal trainers will not be granted access to the Fitness Center by anyone other than User for the sole purpose of training User.
3. Clothing. The minimum attire at the Fitness Center shall be gym shorts, tee shirts, socks and tennis shoes. Any conventional exercise attire is permissible, including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes, or similar footwear must be worn at all times. Users of the Fitness Center must wear clean and appropriate attire when in transit to and from the Fitness Center, which may include, but is not limited to, warm-up suits and sweat suits.
4. Conduct. Any conduct that unreasonably interferes with the use or enjoyment of Fitness Center or the equipment by others, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Fitness Center or the equipment (including, without limitation, the use of foul, loud or threatening language), is strictly prohibited. Televisions and audio equipment in the facility and any personal audio equipment may not be used without headphones. No User shall disturb or interfere with the occupants of the Fitness Center, Building, or neighboring Buildings or premises or those having business with them.
5. Smoking. Smoking or vaping of any kind or any other consumption of tobacco products is strictly prohibited in the Fitness Center.
6. Solicitations and Petitions. Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, is strictly prohibited.
7. Identification. Upon request by Owner or Owner’s property manager (“Manager”), a User must present his or her access card or fob (“Access Device”) for identification purposes.
8. Food and Beverages Prohibited. Food and beverages shall not be brought into the Fitness Center for consumption on the premises, except for bottled water or sports beverages. Alcoholic beverages are strictly prohibited.
9. Notices, Complaints or Suggestions. Users must immediately notify Owner or Manager upon the discovery of any defect or unsafe or hazardous condition relating to the Fitness Center or the equipment, or any breakage, damage, fire, or disorder at the Fitness Center. Complaints or suggestions as to the operations, maintenance, services, or equipment at the Fitness Center should be directed to Manager.
10. Other Facilities. Articles left in lockers located outside of the shower facility on the first level of the building must be removed when the User leaves the Fitness Center. Owner and Manager reserve the right to remove and dispose of any locks and personal possessions remaining in the Fitness Center when it closes each day.

11. Maintenance. No User shall leave any litter, trash, debris, or articles of clothing at the Fitness Center. User is responsible for cleaning equipment after each use with supplied cleaning products. The entry door(s) to the Fitness Center shall be kept closed at all times.
12. Access. Each User shall keep any Access Device provided to User in User's possession and control at all times until required to surrender the same, and in no event shall any User lend or otherwise transfer an Access Device to any other person. In the event a User loses his or her Access Device, or in the event User's Access Device is stolen, such User shall immediately notify Owner and Manager in writing. All Access Devices are and shall remain the property of Owner or Manager, and shall be returned to Manager upon expiration or termination of a User's User Agreement (or loss of access rights thereunder). Inoperative (but not de-activated) Access Devices will be replaced at no charge, but lost and de-activated Access Devices will be replaced (or reactivated, as the case may be) at a cost established by Manager from time to time (currently \$15.00 per Access Device). Neither Owner nor Manager assumes responsibility for lost or stolen Access Devices.
13. Cellular Phones: The use of cellular phones is strictly prohibited while using the Fitness Center.
14. Restroom/Shower Fitness Center: The restroom/shower facility for the Fitness Center is located within the Fitness Center.