

FITNESS CENTER USE AGREEMENT

Binding legal document which affects important rights – Read carefully before signing

USER INFORMATION:			
Name:		Date:	
Home Address:		Employer Name:	
City, State, Zip:		Employer Address:	
Email Address:		Business Phone:	
Mobile Phone:		Home Phone:	
Emergency Contact:		Emergency Phone:	

1) REVOCABLE LICENSE

- A. All use of the fitness center located at 621 Capitol Mall, Suite 925, Sacramento, CA is pursuant to a revocable license. The fitness center’s operator (“the Fitness Center”) reserves the right to cancel the undersigned user’s (the “User”) license to use the Fitness Center facilities at any time.
- B. The Fitness Center facilities are **only available** for tenants at the U.S. Bank Tower, located at 621 Capitol Mall, Sacramento, California, and their employees. The User represents and warrants that it meets this criteria. The User’s license will terminate if the User ceases to be a tenant or employee of a tenant at the U.S. Bank Tower.
- C. The Fitness Center reserves the right to cause the removal of users if they become disruptive, violent, behave in an immoral or offensive fashion, threaten public health or safety, misuse the Fitness Center’s facilities, or for any other reason.
- D. The User may provide notice of cancellation by mail to: The Fitness Center, c/o U.S. Bank Tower, Attn: Property Management, 621 Capitol Mall, Suite 1475, Sacramento, CA 95814.

2) ONE TIME SIGN UP / PROCESSING FEE:

The User will be charged a **NON-REFUNDABLE** one-time processing and sign-up fee of \$75.00 to cover administrative costs. Failure to use the facilities does not constitute grounds for a refund.

3) DAMAGE TO FACILITIES

The User agrees to pay for any damage the User may cause to the Fitness Center facilities through the User’s careless or negligent use or misuse thereof.

4) UNAVAILABILITY OF FACILITY OR SERVICES

The Fitness Center shall have no liability for any changes to the type or quantity of equipment available, or for the unavailability of any particular facility or service, for any reason at any time.

5) RELEASE OF LIABILITY; INDEMNITY

In consideration for the revocable license to use the Fitness Center located in the U.S. Bank Tower and its facilities, equipment and machinery, the User assumes all risk of, and hereby waives releases and forever discharges The Club At 621, LLC, SRI Eleven 621 Capitol Mall, LLC, Shorenstein Realty Services L.P., Shorenstein Properties LLC, Shorenstein Company LLC, Shorenstein Management LLC, Shorenstein MB Inc. and each of their respective subsidiaries, members, directors, officers, agents, affiliates, employees, representatives, and successors and assigns (collectively “Released Parties”) from any and all responsibility or liability for, injury or damage to person or property resulting from or connected with the User’s use of or activities at the Fitness Center facilities, equipment or machinery, or from the loss or theft of personal belongings, both inside the facility and lockers as well as elsewhere on the US Bank Building property,

whether or not such injury, damage, or loss is caused by the negligent act or omission of any of the Released Parties. The User understands that the Fitness Center facilities are operated solely by the Club at 621, LLC, and not by SRI Eleven 621 Capitol Mall, LLC, Shorenstein Realty Services L.P., Shorenstein Properties LLC, Shorenstein Company LLC, Shorenstein Management LLC and Shorenstein MB Inc.

User's Initials _____

The User agrees to protect, defend, indemnify, and hold harmless the Released Parties against and hold them harmless from any and all losses, liabilities, claims, or damages arising from or relating to the User's act or omissions in the use of the Fitness Center facilities.

User's Initials _____

The User understands and is aware that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. The User also understand that fitness activities involve a risk of injury and even death, and that the User is voluntarily participating in these activities and using equipment and machinery with the knowledge of the dangers involved. The User understands that there will be no personnel or staff on-site at the Fitness Center facilities. The User hereby agrees to expressly assume and accept any and all risks of injury or death.

User's Initials _____

The User declares himself or herself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent the User's use of equipment or machinery. The User acknowledges that the User has been informed of the need for a physician's approval for participation in an exercise/fitness activity or in the use of exercise equipment and machinery. The User also acknowledges that it has been recommended that the User have a yearly or more frequent physical examination and consultation with the User's physician as to physical activity, exercise, and use of exercise and training equipment so that the User might have his/her recommendations concerning these fitness activities and equipment use. The User acknowledges that the User has either had a physical examination and been given a physician's permission to participate or that the User has decided to participate in activity and use of equipment and machinery without the approval of the User's physician and does hereby assume all responsibility for the User's participation and activities, and utilization of equipment and machinery in the User's activities.

User's Initials _____

6) RULES AND REGULATIONS

The User agrees to observe, perform and abide by all rules and regulations promulgated by the Fitness Center from time to time in its sole discretion for the benefit of the Fitness Center and its facility's users. The Fitness Center Rules and Regulations in effect on the date hereof are attached to this agreement and are incorporated herein.

7) LEGALLY BINDING AGREEMENT

The User understands that this agreement is legally binding in its terms and conditions. This agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and may be changed or added to only by a written amendment signed by both parties.

If any party to this Agreement shall take any legal action to enforce the agreement the losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees and costs incurred in taking such action, bringing such suit and/or enforcing any judgment granted therein.

This agreement may be terminated at any time by either party.

8) ACCEPTED BY The Fitness Center User

I HAVE PERSONALLY READ AND UNDERSTOOD THIS AGREEMENT, I AGREE TO ITS TERMS, AND AM VOLUNTARILY SIGNING IT.

User's Signature _____

Fitness Center Rules and Regulations

- Use of the Fitness Center facilities is available to tenants of U.S. Bank Tower located at 621 Capitol Mall only, and their employees. Access cards are not to be loaned at any time. Access cards and/or a User's revocable license to use the Fitness Center facilities are non-transferable.
- There will be no personnel or staff on-site at the Fitness Center facilities at any time. Only personal trainers designated by the Fitness Center may be permitted in the Fitness Center facilities. Payment of any and all fees for the services of a designated personal trainer shall be the sole responsibility of the User. By designating certain personal trainers for work at the Fitness Center facilities, the Fitness Center does so for building security reasons only. Users are solely responsible for reviewing and determining the credentials and expertise of individual personal trainers, and each User assumes all risk associated by hiring a personal trainer and by such personal training activities. The Fitness Center assumes no liability or responsibility for the expertise of individual personal trainers, or any personal injury to any User caused by his or her activities with his or her personal trainer.
- Appropriate exercise attire and shirts are required at all times in the Fitness Center facilities.
- Hours of operation may vary and are subject to change from time to time. The Fitness Center facilities may be closed on Saturdays, Sundays, and on some holidays. Any changes to hours of operation will be posted in the Fitness Center facilities.
- Users are to provide their own locks for lockers. Lockers are only to be used during the time of your workout. All articles are to be removed from lockers upon leaving the Fitness Center facilities. Locks left on lockers overnight may be removed. All items in lockers will be held for fifteen (15) days, and thereafter will be considered abandoned. The Fitness Center will not be responsible for any items removed, lost or stolen due to the removal of locks.
- Any access cards issued solely for use of the Fitness Center facilities are the property of the Fitness Center and must be immediately surrendered upon demand.
- The Fitness Center may amend the rules and regulations as it deems necessary at any time.
- Users have agreed that any infringement of the above rules and regulations which the Fitness Center may from time to time establish, will serve as grounds for cancellation of the User's license to use the Fitness Center facilities at the Fitness Center's discretion.