

America Center Fitness Participation Waiver

AGREEMENT, INFORMED CONSENT AND RELEASE OF LIABILITY **(Collectively the "AGREEMENT")**

1. I, _____, hereby acknowledge that I have voluntarily elected to utilize health and fitness related training, programs, events or activities, on or off premises, including the use of the shower room, made available to me as an employee or contractor for an America Center tenant on the America Center campus.
2. I understand that my use of these Facilities is strictly voluntary, and that I may discontinue my use of these facilities at any time, at my sole discretion.
3. I agree to be bound by and obey all the rules of the America Center Fitness in my use of the Facilities.
4. I hereby certify that I am physically and mentally capable of performing the physical activity I choose to participate in while using the Facilities.
5. I fully recognize that I am responsible for not visiting the facilities if I am experiencing any symptoms of COVID-19 or any other contagious virus.
6. **I am aware that my use of these Facilities may be potentially hazardous and that there are possibilities of injury, illness or other complications including, but not limited to, illness, accidents, falls, contact with other participants, musculoskeletal injuries, cardiovascular trauma, neurological impairment, heart attack or death, and I am voluntarily making use these facilities with knowledge the danger involved and hereby agree to assume any and all risks of injury or death.**
7. I understand and agree that America Center, my employer, or BaySport, Inc may not be held liable in any way for any harm, injury, illness, death or other damages that may occur as a result of my use of the Facilities, and in consideration of same, I hereby personally assume all risks associated with my use of the Facilities, whether foreseen or unforeseen, for any harm, injury, death or other damages that may befall me as a result of my use.
8. As lawful consideration for being permitted by America Center to use the Facilities, I for myself and on behalf of my family, estate, heirs, guardians, legal representatives and assigns, hereby agree not to take claim against, sue, attach the property of or prosecute America Center I & II Owner LLC, Shorenstein Realty Services, L.P. (including its officers, officials, agents, employees), my employer (including its officers, officials, agents, employees), fitness center operator, other participants, owners and lessors of the Facilities (the "Releases"), for any and *all* injury, illness, death, loss or damage to person or property resulting from the negligence of other acts, however caused, by any employee, agent or contractor of America Center. In addition, I hereby relieve and discharge the Releases from all actions/ claims or demands I, my

family, estate, heirs, guardians, legal representatives and assigns now have or may hereafter have for injury, death, loss or damage resulting from my use of these Facilities.

9. I am aware that *California Civil Code* Section 1542 provides that a general release will not release those claims I did not know about at the time of giving this release. Since it is my intention that under this Agreement, I forever release any claim I have, or may have against America Center I & II Owner LLC and the Releases, I specifically and knowingly waive any rights afforded by Section 1542 which provides as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor or released party".

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(California Only)

I acknowledge that I am legally competent and have carefully read this Agreement and I fully understand its terms. I am aware this is a full and final release of all claims and liability that I may have against America Center I & II Owner LLC and the Releases.

Name (print): _____

Badge#: _____

Signature: _____

Date: _____

NOTE: Upon submittal of the Waiver Form, access to the gym will be granted within 48 hours. Request MUST be made Monday- Friday from 8:00 am- 5:00 pm.

For Office Use Only

Date: _____

Approved by: _____

GUIDELINES FOR FITNESS CENTER USAGE

All participants using the America Center Fitness Center are expected to follow these guidelines and policies.

- Completion of the America Center Recreation Participation Waiver is required prior to using the America Center Fitness Center.
- No guests are allowed to use the fitness center.
- Appropriate behavior of all Center Members is expected.
- Harassing, intimidating or violent behavior will not be tolerated.
- Vulgar or offensive music is not permitted in the Center.
- Be considerate of other Members:
 - Let members “work-in” on the equipment
 - Wipe down equipment after use
 - Return weights to racks after use
 - Don’t drop weights on the floor
 - Don’t rest weights against the mirrors
 - Dispose of dirty towels appropriately
- During peak hours (or while others are waiting) limit your time on the treadmill, stair climber, elliptical, etc. to 30 minutes.
- Wear proper attire. Shirts (that cover the upper torso area) and closed toed shoes are required during workout sessions.
- Report any equipment problems to a Fitness Center Operator.
- Return all borrowed equipment to the front desk after use.
- Member is responsible for the security of all personal property brought into the locker room or fitness center.
- America Center and the Fitness Center Operator are not responsible for any member belongings that are lost or stolen in the locker room or fitness center.

Failure to comply with these guidelines may result in the loss of Fitness Center use privileges.

Acknowledged and Agreed

Participant’s Name

Participant’s Signature

Date