



One East Wacker Fitness Center,  
Release, Rules & Regulations

## RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

AmTrust Realty Corp. / One East Wacker Partners LLC / Lulafit (the “Manager”) has provided certain individuals with a license to access and use the fitness center, and locker room facilities (the “Fitness Center”) and certain exercise equipment (the “Equipment”), located at One East Wacker, Chicago, Illinois. The undersigned acknowledges the need to undergo regular medical and fitness testing to determine personal fitness, proper activity level, and the level of personal risk involvement and obtain physician approval of the same. The undersigned acknowledges that the Fitness Center does not perform such medical and fitness testing or otherwise render medical advice, and agrees that he/she shall have the sole responsibility for his or her health and well-being, and for procuring and undergoing such testing. The undersigned acknowledges that he/she has either had a physical examination and has been given a physician’s permission to participate in physical activities available in the Fitness Center, or that he/she has decided to utilize the Fitness Center and Equipment without approval of his/her physician and does hereby assume all responsibility for his/her participation in the utilization of the Fitness Center. The undersigned hereby acknowledges that there are inherent risks to exercising. The undersigned voluntarily assumes all risks associated with exercising and using the Fitness Center and Equipment as a condition of his/her membership to the Fitness Center. In addition, the undersigned hereby declare himself/herself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent his/her participation or use of the Fitness Center, including but not limited to the Equipment.

In consideration of the Manager providing the undersigned with access to the Fitness Center, the undersigned hereby fully, finally and completely waives, indemnifies, holds harmless and releases the Manager and their respective successors, lenders, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys, agents, past, present and future, and their respective heirs, successors and assigns (collectively and individually, “Manager Parties,” including AmTrust Realty Corp., One East Wacker Partners LLC), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions and causes of action of any and every nature whatsoever, known or unknown, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future, which the undersigned has or may claim to have against the Manager Parties arising out of or relating to the undersigned’s use, access or visitation of the Fitness Center (including without limitation, use of the Equipment), including any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of Manager Parties, including its negligent maintenance of the Equipment.

**ASSUMPTION OF RISK:** You agree that if you engage in any physical exercise or activity, including group fitness classes, personal training, massage therapy, nutritional counseling or

wellness coaching or enter any premises or use any facility or equipment on any premise in which we do business for any purpose, you do so at your own risk and assume the risk of any and all injury, sickness and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Manager or otherwise, including injuries or damages arising out of the negligence of Manager, whether active or passive, or any of Manager's affiliates, employees, agents, representatives, successors, and assigns. Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), or other areas, locker rooms, lobby or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Manager or otherwise.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Manager (and Manager's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Manager, whether active or passive, or any of Manager's affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Manager's or anyone else's negligent inspection or maintenance of the facility or premises.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless Manager from any loss, liability, damage, or cost Manager may incur as a result of or in connection with your use of the premises, facilities or equipment.

#### RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT CONTINUED

The undersigned acknowledges that the license granted by the Manager is limited to the undersigned's use, access and visitation to the Fitness Center. The undersigned agrees not to provide any other individual, including family members, with entrance to or use of the Fitness Center. Manager has the right, in its sole discretion, to modify, without prior notice to or obtaining the consent of the undersigned the terms and conditions of use of the Fitness Center, including but not limited to additions, deletions or modifications to Equipment installed in the Fitness Center, increases in membership fees and fee structure, or change in hours of operation, ceasing operations of the Fitness Center in its entirety or permitting access to the Fitness Center based on criteria developed by the Manager, as amended from time to time.

By signing the Release, Indemnity and Hold Harmless Agreement (the "Release"), I acknowledge that I have read and fully understand the foregoing Release and have received, read and understand the One East Wacker Fitness Center, One East Wacker, Rules and Regulations (the "Rules"). I therefore agree to be bound by the Release and conform to the Rules as amended from time to time. The undersigned acknowledges that the provisions of this Release shall survive any termination or expiration of their (i) access to the Fitness Center; or (ii) employment at One East Wacker.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name Printed \_\_\_\_\_ Date \_\_\_\_\_

One East Wacker  
Rules & Regulations

#### LOCATION

- The Fitness Center is located on the 2<sup>nd</sup> floor of One East Wacker.

#### HOURS OF OPERATION

- One East Wacker is open for use 24/7
- The Fitness Center will be closed on all Legal Holidays, including, but not limited to New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day and may be closed without notice on such other days determined by the Manager. Without limiting the foregoing, the Manager also reserves the right to close the Fitness Center for any special event, emergency or other circumstance at One East Wacker that the Manager or its agents believe necessitates restricted access to the facilities.

#### MEMBERSHIP

- Memberships are not transferable.
- All members must be at least eighteen (18) years of age.
- Membership rates and membership structure may be changed at any time.
- ALL Membership fees are NON-REFUNDABLE.
- The right to membership may be revoked at any time and for any reason, without explanation or notice.
- ONLY occupants and/or tenants of One East Wacker shall be allowed to enter the Fitness Center or to be members of the Fitness Center.
- All members of One East Wacker must complete and execute the membership application, the Release and such other documents required by Manager from time to time.

#### ACCESS

- Upon receipt of payment for membership, member's existing building key card will be activated for access to the Fitness Center.

## KEY CARD

- The key card is to be used by One East Wacker member ONLY and must be swiped each and every time member enters the Fitness Center.
- Members agree to not allow any other individual, including family members, access to the Fitness Center through the use of their assigned key card.
- Any One East Wacker tenant and member who allows any other individual access to the Fitness Center, other than themselves, will automatically be terminated from use of the Fitness Center.

## EMERGENCY

- In the event of an emergency, member shall inform management immediately and call 911.

## MEMBER CONDUCT

- Cell phone use in the gym area is prohibited. If you must carry a cell phone or other communication device, please turn off the ringer as a courtesy to others and step outside of the fitness center to take the call.
- No food or gum chewing is allowed in the Fitness Center.
- No smoking, drugs or alcohol use is permitted in the Fitness Center. Membership will be terminated immediately if any member is found to be under the influence of alcohol or any illegal substance while in the Fitness Center.
- No loud or abusive language is permitted.
- No music is to be played in the Fitness Center so that it is noticeably audible to other members including, but not limited to, use of personal listening devices such as iPods, phones, or speakers.
- Please be courteous to other members while in the Fitness Center and keep conversations to a minimum.

## DRESS CODE

- Members are expected to dress appropriately for the fitness center. Any clothing which bears offensive language or offensive graphics is not permitted.
- Athletic shoes must be worn at all times. Bare feet, socks without shoes, flip flops, open back shoes, and boots.
- Accessories (jewelry, watches, scarves, etc.) that are likely to interfere or damage the Fitness Center Equipment are not permitted.

## EQUIPMENT USAGE

- DO NOT DROP WEIGHTS. DO NOT ALLOW MACHINE PLATES TO SLAM. Perform controlled repetitions only or you will be asked to leave.
- Personal use of the work-out studio is prohibited if a class is scheduled or in session.
- Please wipe down machines after use with towels that are provided.
- Please share equipment and allow others to use your machine when doing multiple sets.
- Please return all dumbbell weight equipment to the appropriate place on the racks.
- There is a thirty (30) minute time limit on all cardiovascular equipment during peak periods of use.
- No personal trainers engaged by members will be allowed in the Fitness Center.
- All equipment failures should be reported to the Manager immediately.
- Any damage to equipment caused by a member's negligence shall be repaired and/or replaced at such member's cost.

## LOCKER ROOM USE

- All belongings must be stored in a locker. Personal items should not be left or stored in the fitness area.
- Any personal items left in lockers at the end of the day will be removed. The contents of the locker will be placed in the Lost & Found. See building security to reclaim items.
- Any items left in the shower areas will be discarded nightly.
- Members accept complete responsibility for any personal items lost, stolen or discarded from any area of the Fitness Center, including, but not limited to, the locker room.
- If an item is left with building security for more than fourteen (14) days, such item shall become the property of the Manager.

## FURTHER CONDITIONS

- The Release and the Rules, as amended from time to time by the Manager, and the Fitness Center Application constitute the entire understanding between the parties with respect to member's use, access or visitation to the Fitness Center.
- Member agrees that neither the terms nor the provisions of the Rules may be waived, modified, amended, discharged, or terminated through or by any oral representation, agreements or understandings.
- Manager has the right, in its sole discretion, to modify, without prior notice to or obtaining the consent of the member the terms and conditions of use of the Fitness Center, including but not limited to additions, deletions, or modifications to Equipment installed in the Fitness Center, increases in membership fees or changes in hours of operation ceasing operations of the Fitness Center in its entirety or permit access based on criteria, as amended from time to time developed by the Manager.
- Manager may request that anyone seeking to utilize the Fitness Center execute other supplementary documents as required from time to time.