

## ONE MAGNIFICENT MILE FITNESS CENTER RULES



The following Rules apply to your use of and presence in the Fitness Center. These are the Rules incorporated into your Waiver and Release Form. The 980 North Michigan Avenue Landlord is not obligated to provide this Fitness Center and your access and use is expressly conditioned upon your agreement to abide by these Rules, as such may be amended from time to time, with notice by posting.

### HEALTH AND SAFETY

Before beginning any exercise and periodically thereafter, consult your physician to ensure that you are both sufficiently physically fit and understand any and all limits to exercise.

**SHOULD YOU FEEL PAIN, FAINT, SHORTNESS OF BREATH, NUMBNESS, DIZZINESS, OR ANY OTHER ADVERSE EFFECT, IMMEDIATELY STOP EXERCISING. YOU SHOULD DETERMINE WHETHER YOU SHOULD CONSULT YOUR PHYSICIAN OR CALL 911. PLEASE DO NOT DELAY IN DETERMINING THE SERIOUSNESS OF YOUR CONDITION.**

Afterwards, you may call Landlord security and they will be ready to receive emergency personnel.

The Fitness Center is not staffed. The Landlord does not supervise the use of the Center, the behavior of its users, or unauthorized access.

Before using any exercise equipment, read and ensure you understand and during exercise follow any and all manufacturer's instructions. The Landlord does not endorse any exercise program or particular exercise activity. It is solely up to you to determine how to use each piece of exercise equipment. The Landlord reasonably believes equipment to be in safe condition. HOWEVER, ANY AND ALL FACILITIES AND EQUIPMENT ARE EXPRESSLY IN AN AS-IS, WHERE-IS CONDITION, AND THE LANDLORD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES THAT SUCH ARE SAFE AND/OR IN GOOD REPAIR, FIT FOR THE PURPOSE INTENDED, AND OR ANY OTHER WARRANTY OR REPRESENTATION. Immediately report any facility related injury and/or any equipment irregularity to Landlord management or security.

### ACCESS

The Fitness Center hours are Monday – Friday, 5 am -- 9 pm, closed on holidays and other times at the discretion of the Landlord. Please ensure that you leave the Fitness Center by the closing time.

Only authorized tenants and their employees are allowed in the Fitness Center. Please only use your key card for yourself. Do not hold the door open for others, even if they are familiar to you.

No guests are allowed; no "day passes" or other temporary access is allowed.

IF IN DOUBT

CALL

911

- PAIN
- FAINTNESS
- DIFFICULTY BREATHING
- NUMBNESS
- DIZZINESS
- NAUSEA

Other than physical trainers (as described below), the Fitness Center may not be used for commercial purposes.

No advertisements, promotions, or other signs may be posted.

### **PHYSICAL TRAINERS**

The Landlord does not provide, employ, endorse and/or supervise physical trainers or similar personnel. If you desire to use a physical trainer, they must first register with the Landlord and enter into a waiver, release, and indemnification agreement in the required form. The Landlord may suspend or terminate your physical trainer's access to the Fitness Center without notice and/or cause. Any action by the Landlord to allow or suspend registration is solely for the benefit of the Landlord and does not constitute any determination of competence, safety, and/or any other matter.

All physical trainers shall limit their work to their individual client and shall not offer, solicit, or promote their business to any other person.

### **BEHAVIOR AND ETIQUETTE**

Users of the Fitness Center must behave in a responsible and courteous manner.

User shall:

- Not bring in cameras into the Fitness Center;
- Not take pictures or videos at any time;
- Wear proper athletic attire, i.e. athletic shoes, shirts etc.;
- Only bring water into the Fitness Center. Food and glass containers are not allowed;
- Bring their own personal locks to use in the locker rooms;
- Keep their immediate exercise area free from towels, cords, and other trip hazards;
- Use headphones with audio equipment and keep conversations (including instructions from physical trainers) to no louder than conversation level;
- Be respectful of those waiting for equipment during peak times. Allow others to rotate through equipment and not monopolize such for long periods;
- Replace all dumbbells and weights on the appropriate racks when finished. Do not drop or throw free weights or lean such against equipment or walls;
- Wipe-off contact points on equipment after use; and,
- Keep locker room and shower facilities clean and pick-up all clothing, towels, and other items.

Users shall not:

- Engage in conduct or language that is threatening (including arguing, fighting, use of profanity), indecent behavior, sexual advances and/or sexual activity.

### **LOCKER ROOMS**

Users are advised not to bring valuables into the Fitness Center. Due to the limited amount of locker space, locker use is limited to the time a User is currently using the facility and the User must bring their own lock. Locks may not be left on lockers after a User leaves. Each evening all remaining locks will be cut off and locker contents shall be discarded. Do not leave valuables unprotected or in your locker. Landlord is not responsible for lost, stolen, or discarded items.

**THE LANDLORD SHALL NOT HAVE ANY DUTY TO ENFORCE RULES AND ANY ACTION TO ENFORCE OR REFRAIN FROM ENFORCING ANY RULE SHALL NOT CREATE ANY LIABILITY IN THE LANDLORD. THE LANDLORD RESERVES THE RIGHT TO DENY, SUSPEND OR TERMINATE ACCESS TO THE FITNESS CENTER WITHOUT NOTICE TO ANYONE FOR FAILURE TO COMPLY WITH THESE RULES.**

**ONE MAGNIFICENT MILE  
FITNESS CENTER WAIVER AND RELEASE FORM**



This Waiver and Release form contains important provisions regarding your rights and waiver of liability of the Landlord. It is strongly advised that you carefully read the document and the Fitness Center Rules and, if desired, discuss such with an attorney. There is no right to use the Fitness Center. If you do not agree to enter into this Waiver and Release and/or follow the Fitness Center Rules, then you shall not be allowed access to the Fitness Center.

User Name			
Suite #			
Email			
Work Telephone		Key Card #	
Employer/Tenant			

I, the “User,” warrant and represent that I am an employee of the employer, as identified above, a tenant (“Tenant”) of the building located at 980 North Michigan Avenue, Chicago (“Building”). It is understood that, so long as Tenant is a lessee of the Building and I am an employee of Tenant, I may use the Fitness Center within the Building, subject to the Rules and hours of the Fitness Center, as all may be changed from time to time by posting within the Fitness Center.

I represent that I have either (a) been given permission by my physician to participate in exercise and fitness activity, or (b) decided to voluntarily engage in such activity and have voluntarily accepted all risks related thereto without the approval or advice of my physician. I represent that I am not aware of any medical or physical condition that would prevent me from using equipment or facilities which could involve a health risk to me. It is expressly understood and agreed that the landlord and its affiliated parties, including Chicago Title Land Trust Company as Successor Trustee to LaSalle National Association, not personally by as Trustee under Trust Agreement dated 9/14/78 and known as Trust #100049, Franklin Partners, LLC, Franklin Management, LLC, Sheffield Properties of IL, Inc., Sheffield Management Company, Inc., Blackfriars Corporation, and Consolidated Electrical Distributors, Inc., as such change from time to time without notice (collectively, “Landlord”), shall have no duty to determine if I am physically fit to begin and/or continue to engage in exercise activity and/or use the Fitness Center. Further, the Landlord does not recommend, and expressly disclaims, any recommended exercise programs and/or specific exercises, regardless of any instructions upon exercise equipment indicated by equipment manufacturers or others.

I have been advised and understand that use of equipment and facilities presents some risk of injury, especially to people who have known or unknown pre-existing injuries, illness or medical issues. I recognize that exercise may cause aggravation of some symptoms, feelings of tiredness, lightheadedness, increased energy, mood changes, and other effects. I understand that I should stop exercising immediately if I detect pain, dizziness or discomfort and seek medical attention.

I voluntarily assume all risks associated with my use of the Fitness Center and understand that Landlord is not responsible for theft, loss of personal property or injury including both injury and death. The Fitness Center is not supervised or staffed and any security personnel and/or devices are solely intended to protect the Landlord’s property and are expressly neither to be relied upon by me for my personal safety nor the protection of my personal property.

I acknowledge and agree that the Landlord does not provide, employ and/or endorse physical trainers or similar personnel and any person or company representing such should be reported to the Landlord as soon as possible. If I choose to contract

with a trainer of my choosing ("User Trainer"), then, prior to the User Trainer entering the Fitness Center, the User Trainer must register with the Landlord and enter into a waiver, release, and indemnification agreement in such form and substance as required from time to time by Landlord in its sole and absolute discretion. The Landlord may suspend or terminate the access of a User Trainer without cause and/or notice.

**In consideration for being permitted to use the Fitness Center, I hereby waive, release and discharge the Landlord (including but not limited to all entities described above) and all of their respective directors, officers, managers, shareholders, members, partners, employees, managing agents, and agents (each such person and entity individually, and all such persons, and entities collectively, referred to herein and the "Landlord Parties") from any and all claims and causes of action of any nature whatsoever which I have now or in the future against the Landlord Parties on account of or arising in connection with my use of the Fitness Center and/or occurring within the Fitness Center, which includes but is not limited to all exercise areas, exercise equipment, changing rooms, shower facilities, and related areas and/or the action or omission of any User Trainer. Except in the circumstance of willful or intentional acts, in the event of any liability of the Landlord Parties, despite application of my waiver and release of the Landlord Parties, such shall be limited to no greater than the sum of \$500. The parties expressly waive any and all consequential and punitive damages.**

**I further agree to indemnify and hold the Landlord Parties harmless from and against any and all loss, cost, damage and expense (including reasonable attorney's fees and costs) which the Landlord Parties may sustain or incur as a result of or in connection with my use of the Fitness Center.**

I have read and fully understand the Rules for the Fitness Center, as such may be revised from time to time, and this Waiver and Release form, having had the opportunity to consult an attorney regarding my rights and the release of the Landlord Parties from liability and my waiver of claims against the Landlord Parties. I acknowledge that neither my employer, as a tenant under a lease, nor I have any contractual right to use the Fitness Center, and that Landlord would not provide access to such without my agreement to enter into this Waiver and Release and follow the Rules.

I understand that the Fitness Center may be closed from time to time or permanently without notice. The Landlord may suspend or terminate my use of the Fitness Center without cause and/or notice.

Together with the Rules, this agreement constitutes the entire agreement between me and the Landlord; there exist no verbal or other written agreements, promises, and/or inducements. If any provisions of this agreement are determined invalid or unenforceable, the subject provision shall be reformed to reflect, as nearly as possible, the original intentions of the parties as consistent with applicable law, and the remaining provisions of this agreement shall remain in full force and effect.

This agreement shall be subject and interpreted according to the laws of the State of Illinois. Should a dispute arise, at the election of the Landlord, such shall be subject to binding arbitration before the American Arbitration Association, with proceedings to be initiated and maintained in Chicago, Illinois, with the arbitration fee to be assessed against the substantially non-prevailing party.

**FITNESS CENTER USER:**

Signature: (x) \_\_\_\_\_ Date: \_\_\_\_\_

**TENANT:**

**(Must be an individual listed in the Authorized Personnel section of the Tenant Information Sheet)**

**The above-referenced User is our employee.**

(x) \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_