



# ATRIA Corporate Center Fitness Center & Locker Rooms Waiver of Liability, Assumption of Risk and Indemnity Agreement

## ASSUMPTION OF RISKS

As a precondition to being granted permission to use the Fitness Center, each participant shall read the agreement set forth below in order to make an educated choice to use or not to use the Fitness Center. Your signature will signify your recognition of the possible health risks, including the health risks associated with the COVID-19 pandemic, involved and your informed consent to them.

There is a risk of injuries, serious and minor, associated with use of the ATRIA Corporate Center Fitness Center & Locker Rooms equipment and facilities (the "Fitness Center"). The risks include, but are not limited to: injury to the head, neck, or spine (including paralysis); injury to the muscular or skeletal systems; injury to internal or external organs; loss of or damage to sight, hearing, or teeth; death; long or short-term disability; loss of income, career opportunities, or the enjoyment of life; pain; and scarring or disfigurement, or any health issues associated with contracting the COVID-19 virus.

I understand that it is the responsibility of each individual participant to know his or her own general state of health and well-being or any risk factors associated with contracting the COVID-19, and therefore to be able to certify knowledgeably that he or she is physically fit to use the Fitness Center.

I understand that the causes of possible injury are many, including but not limited to: injury from bodily contact, incidental to or inherent in the nature of the activity; slipping, falling or tripping on the equipment, regardless of its physical or environmental conditions; or injury from the fact that the ATRIA Corporate Center, Building Management and Building Landlord do not provide on-site supervision of the use of the Fitness Center, or to rules, regulations or instructions (or lack thereof) regarding the use of the equipment or facilities in the Fitness Center.

I understand The Fitness Center shall be unmanned and unsupervised. Any and all employees or agents of the ATRIA Corporate Center, Pembroke TCM Atria LLC, Cushman & Wakefield U.S., Inc. who may be present at any time in the Fitness Center are not trained or authorized to provide health, fitness or medical assistance or advice.

## WAIVER OF LIABILITY & INDEMNITY AGREEMENT

I have read the above ASSUMPTION OF RISKS and understand its contents. I acknowledge the risk of injury that may result from use of the Fitness Center/Locker room facilities and hereby voluntarily assume all risks of harm associated with my use of the Fitness Center/Locker room facilities. I am aware that my use of the Fitness Center may expose me to a risk of injury, minor or serious, including, but not limited to, those listed above in ASSUMPTION OF RISKS. I accept and assume all risks, known or unknown, listed or unlisted, that may result from my voluntary use of the Fitness Center, regardless of the cause of the injury. Initial \_\_\_\_\_

I certify that to the best of my knowledge, I am physically fit and able to use the Fitness Center, that I am in good health, and that I am unaware of any medical condition which might make my participation inadvisable. Initial \_\_\_\_\_

In consideration of permission to use the property, facilities, staff, equipment, services, and programs of the Fitness Center today and on all future dates, to the fullest extent allowable under the law, I, for myself, my heirs, personal representatives or assigns, do hereby waive, release, and discharge Pembroke TCM Atria LLC and Cushman & Wakefield U.S., Inc., as well as any successors, assigns, affiliates and subsidiaries, and any of their directors, officers, employees, managers, members, and agents (each an "ATRIA Corporate Center Party" and collectively, the "ATRIA Corporate Center Parties") from liability from any and all claims including, without limitation, personal injury, accidents or illnesses (including death), and property loss, arising out of or relating to use of the Fitness Center's facilities premises, equipment, programs, or participation in activities, classes, and observations, regardless of whether any such claim results from the negligence or fault of any ATRIA Corporate Center Party. I further release, waive, discharge and covenant not to sue any ATRIA Corporate Center Party in connection with the provision any health and fitness related services and programs provided at the Fitness Center. Initial \_\_\_\_\_

I also agree to INDEMNIFY AND HOLD HARMLESS the ATRIA Corporate Center from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including, without limitation, attorneys' fees arising out of or relating to my use of or involvement at the Fitness Center and to reimburse them for any such expenses incurred. Initial \_\_\_\_\_

**RULES & REGULATIONS**

I, \_\_\_\_\_ **(Circle Locker Room Access: Male or Female)**, understand that the Fitness Center is provided as an amenity of the Building and that Cushman & Wakefield, U.S., Inc. (Building Management) has the right to change the rules and regulations governing the Fitness Center at any time. I agree that if Building Management determines I have violated any rule or regulation governing the use of the Fitness Center, it can terminate my right to the use of the Fitness Center.

I understand that a monthly/annual/onetime member ship fee of \$ N/A and is due N/A. Payment must be made in the form of check / money order and made out to the order of N/A.

I understand that I am entitled to personal use of the Fitness Center only and that use of the Fitness Center by my family members, significant other or friends is prohibited. I will not invite, encourage or allow the use of the Fitness Center by any person other than another on-site employee of a Tenant in the Building who has been authorized to so use the Facilities.

I understand that my use of the Fitness Center is permitted twenty-four (24) hours per day, seven (7) days per week with the exception of the following time periods: No restrictions on hours of use at this time.

Use of the Fitness Center lockers is permitted only when I am using the Fitness Center, and I understand that storage of personal items in the lockers when I am not using the Fitness Center is prohibited. **Please exercise courtesy when locker rooms/showers are in use to abide by the social distancing guidelines from the CDC during the COVID-19 pandemic.**

I understand that appropriate athletic shoes and clothing should be worn when using the Fitness Center. No street shoes, boots, sandals, etc.

I understand that disposable wipes are provided to wipe off equipment and benches after use and will do so. Dispensers are located on each column.

I understand that I should not attempt to adjust or repair any equipment that has malfunctioned and will report any known issues to Building Management.

I understand that the Fitness Center is a shared amenity and will treat the Fitness Center & Locker Room equipment, fixtures, finishes and its other users with respect and courtesy, including returning weights, mats, exercise balls and other equipment to their proper place; limiting cell phone usage to emergencies; and limiting my time on machines to a reasonable period during busy periods.

**ACKNOWLEDGEMENT OF UNDERSTANDING**

I certify that I am 18 years of age or older, and that I am legally competent and capable of executing this Agreement on my own behalf. I have read the ASSUMPTION of RISK, WAIVER OF LIABILITY & INDEMNITY AGREEMENT, and RULES & REGULATIONS. I fully understand the terms and understand that I am giving up substantial rights, including my right to sue. I acknowledge I am signing freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Participant's Full Name – Please Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Participant's Employer

\_\_\_\_\_  
Access Card / FOB

\_\_\_\_\_  
Authorized by Cushman & Wakefield U.S., Inc.