

Access Card # _____

**1455 Lincoln Parkway Fitness Center
Membership Agreement
And
Regulations**

THE PARTIES: This is an agreement between 1455 Lincoln, LLC as "Manager" and _____ "Member", an employee of _____ "Company", Suite _____.

DESCRIPTION OF MEMBERSHIP: By signing this Agreement, you are entitled to use the facilities of the 1455 LINCOLN PARKWAY FITNESS CENTER "Center" subject to the following terms:

LENGTH OF MEMBERSHIP: You must be an employee of a company having a valid lease in the 1455 Lincoln Parkway.

CONDITIONS OF MEMBERSHIP:

1. Upon the execution of this Agreement, Member shall be entitled to all rights and privileges of a Member of the Center.
2. This membership is not transferable in any manner whatsoever, and is for your individual use only.
3. Member understands and agrees that Manager and Owner are not in the business of and have no experience in operating exercise and fitness facilities; that the Center will not be actively supervised by Manager but is simply made available to Member for his/her individual recreation; that the Center does not employ anyone trained in health, physical education or recreation, and Member does not look to Manager for assistance or expertise in developing an exercise, health or fitness program; and that Member is solely and completely responsible for his/her own fitness program.
4. Member expressly agrees that the Owner and Manager shall not be liable for any damages arising from personal injuries or loss, damage or theft of property sustained by the Member in, on or about the premises of the Center or as a result of using the facilities and the equipment therein. Member assumes full responsibility for any damages or losses which may occur to Member in, on or about the premises of the Center and does hereby fully and forever released and discharge the Owner and Manager of 1455 Lincoln Fitness Center, and their said employees and agents, from any cause of action, present future, whether the same be known arising out of the Member's use or intended use of the Center and equipment therein.
5. Member warrants, represents and agrees that he/she is in good physical condition and has no disability, impairment or ailment preventing him/her from engaging in active or passive exercise that will be detrimental or inimical to his/her health, safety, comfort or physical condition if he/she does so engage or participate. If member has a history of heart disease or any other potential problem with respect to health or physical condition, Member shall consult a physician before using the Center and follow the physician's advice with respect to his/her exercise program. Member represents that he/she will not use the Center or the facilities in the Center with any open cuts, abrasions, open sores, infections or the like, in accordance with local public health requirements. Manager shall have the final determination in this regard; and its decision is final.

6. Each Member is responsible for his/her own personal property. The Owner and Manager, and their respective officers, employees and agents, shall not be responsible for damaged, lost or stolen articles of clothing or any other property of any Member. Lockers are provided ONLY while Member is using the Center. Any property of any Member left overnight, including locks, may be removed.

7. Member agrees to conduct himself/herself in a quiet and well-mannered fashion when in or about the Center so as not to cause any disturbance which would interfere with the enjoyment and effective use of the Center by other Members. Under no circumstances will Member foul, loud, abusive or slanderous language, or harass, molest, badger or solicit other Members. Member agrees to abide by all rules and regulations promulgated by Owner and Manger all of the terms and conditions contained herein. Manager reserves the right to terminate this agreement and cancel any and all rights to use the Center should Member fail to abide by such rules or the terms and conditions contained herein.

8. Member agrees to utilize the equipment properly and avoid careless use of equipment Members are encouraged to either place a towel on the part of the equipment that may come in contact with the skin or, after using, wipe dry the equipment that may become wet from perspiration. Under no circumstance shall Member move exercise equipment in any manner not authorized in writing by manager. Movable equipment, such as free weights, should be returned to their designated location.

9. Member agrees to report immediately any malfunction, problem or damage to the equipment that is out of order. Manager shall have the exclusive right to arrange for repair of equipment that is out of order.

10. NO GUESTS WILL BE PERMITTED IN THE CENTER. Personal fitness trainers or instructors are not permitted in the Center without prior written consent of the Manager. Each member must be an employee of a company that has a valid lease in the 1455 Lincoln Parkway building. MEMBERSHIP DOES NOT INCLUDE FAMILY MEMBERS. ANY VIOLATION OF THIS RULE IS CAUSE FOR MEMBERSHIP TERMINATION.

11. The Center will be available for use between the hours of 6:00am and 11:00pm Monday through Friday and between 8:00am and 1:00pm Saturday. Access to the Center will be available at such times by use of a Membership Access Key. An Access Key is required for entrance in to the Center.

12. Members shall wear appropriate clothing including soft soled athletic shoes.

13. THERE SHALL BE NO SMOKING OR ALCOHOLIC BEVERAGES ALLOWED IN ANY PART OF THE CENTER BY ANY PERSON.

14. No food or drinks (except for enclosed plastic water sip-bottles) are allowed in the Center.

15. Member shall not loiter or use the other common areas of the 1455 Lincoln Parkway Building while in gym or running clothes.

16. Manager reserves right to amend or add to these rules and conditions as it may deem necessary for proper management of the Center.

17. Membership includes use of all Centers' facilities. Manager shall have right to add to, change, remove, move, eliminate or modify the equipment, facilities or services in the Center in any manner deemed necessary.

18. Request for Replacement of an Access Key must be typed on company letterhead and signed by an officer of Member's employer. The payment of \$18.00 for Access Key must accompany written request in order to issue a new Access Key.

19. Member shall return the Access Key upon cessation of member's employment with the above-named Company.

I have read and agree to abide by the rules and regulations of the 1455 LINCOLN FITNESS CENTER and to be bound by the waiver of liability provisions contained herein.

Member, for himself/herself, Member's heirs and representatives, hereby release, discharge, waive and hold harmless the Manager and its agents (including without limitation Parmenter Realty & Investment Company d/b/a Parmenter Realty Partners) and their respective employees, successors, assigns, and heirs, from and against any and all claims, damages or liabilities of any kind (including without limitation attorneys' fees) arising from or related to: (i) any injury to me (including death), (ii) damage to, loss of, or theft of my property or (iii) any other injury, loss or damage, occurring in the Facilities or resulting in any manner from my presence in or my use thereof. All releases, discharges, waivers and hold harmless obligations contained in this paragraph will be enforced to the fullest extent permitted by applicable law for the benefit of the applicable beneficiary thereof, even if the applicable claim is caused by the active or passive negligence or sole, joint, concurrent or comparative negligence of such beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such beneficiary, but will not be enforced to the extent that a court of competent jurisdiction holds in a final judgment that a claim is caused by willful misconduct or gross negligence of such beneficiary.

1455 LINCOLN PARKWAY
1455 LINCOLN, LLC

MEMBER'S SIGNATURE: _____

PRINT NAME: _____

COMPANY: _____

DATE: _____