

## FITNESS CENTER CONSENT AND RELEASE

I \_\_\_\_\_, an employee of \_\_\_\_\_ (“Tenant”) wish to use the fitness center located at 2500 Meridian Parkway, Durham, NC 27713 (“Building”), which fitness center is currently made available to Accesso Tenants at no charge. Landlord reserves the right at any time to modify the monthly fee, change or rescind any one or more of these Fitness Center Rules and Regulations, or to make such other and further reasonable Fitness Center Rules and Regulations as in Landlord’s judgment may from time to time be necessary for the management, safety, care and cleanliness of the Fitness Center, Building, the Common Areas and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. I understand and agree that my use of the fitness center and the facilities and equipment located therein, is at my own risk. I understand and agree that the owner of the Building, BRI 1875 Meridian, LLC and its successors and assigns (“Building Owner”), and the Management of the Building, Accesso Services, LLC and its successors and assigns (“Management”), and their agents, employees and contractors will not provide any instruction or direction regarding the use of the equipment and that I will not use any piece of equipment with which I am not thoroughly familiar and which I do not know how to operate.

I understand that there are risks associated with my participation in exercise including, but not limited to, abnormal blood pressure and heart rate, fainting and heart attack. I acknowledge that it is my responsibility to obtain a medical examination for myself prior to utilizing any of the equipment in the fitness center.

I acknowledge that I will read a copy of the Rules and Regulations governing the use of the fitness center and equipment, and I agree that I will fully comply with such Rules and Regulations as they are amended from time to time. I understand that the Building Owner and Management are not required to provide the fitness center or to create or retain any such Rules and Regulations or any additional rules or regulations with regard to the fitness center.

I agree that Building Owner, Management, and their employees and agents shall not be held liable or responsible in any way should I be injured while using the fitness center, equipment or facilities located therein. I understand that in using the equipment or facility in any way, there is a possibility of accident, illness, other physical injury, or loss of my personal property. I agree to assume that risk of such accident, illness, other physical injury, or loss of property. I hereby release and discharge Building Owner, Management and their respective officers, agents, employees, partners, directors, shareholders, affiliates, and other representatives, and their successors and assigns (collectively, the “Released Parties”), from any and all liability, harm and damage, and waive any and all claims whatsoever, for any injury, accident, illness, or loss in connection with my use of or entry into the fitness center. Also, I agree to indemnify, defend and hold harmless the Released Parties from any lawsuits, claims, damages, including costs and attorney’s fees, incurred as a result of or in connection with my use of the fitness center. I understand that the Building Owner and Management are relying upon this Fitness Center Consent and Release in permitting me to use the fitness center and the facilities and equipment located therein.

I agree that I will not lend my security access card to anyone or allow anyone into the fitness center with my card on penalty of revocation, without notice, of my fitness center privileges.

I hereby acknowledge that the Building Owner, Management, and their employees and agents have not made any representations or warranties with respect to the condition, use, maintenance or continuous operation of the fitness center and the equipment therein and that I am using the fitness center at my sole risk.

**By signing below, Employer and Employee acknowledge they have read the Consent & Release Form and the Fitness Center Terms of Use and Understand and Agree to abide by all terms and conditions.**

**EMPLOYER:**

**USER:**

\_\_\_\_\_  
Employer’s Name *(Please Print)*

\_\_\_\_\_  
Employee’s Name *(Please Print)*

\_\_\_\_\_  
Office Manager *(Please Sign & Print Name)*

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Employees Access Card #: \_\_\_\_\_

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

## FITNESS CENTER TERMS OF USE

Access to the fitness center at 2500 Meridian Parkway is controlled by the use of electronic cards. Access to the fitness center will only be provided upon receipt of a signed Fitness Center Consent and Release form. A copy of the Fitness Center Consent and Release will be kept on file at the Building's Management office. The fitness center is currently equipped with showers and changing area with lockers. The following Rules and Regulations are intended to make the exercise fitness center safe, enjoyable, and pleasant for all users. These Rules are applicable to all users and may be changed from time to time in order to provide for the safe, orderly, and enjoyable use of the fitness center.

1. Use: Only those individuals who are employees of a current Accesso Tenant and who have completed a Fitness Center Consent and Release form may use the fitness center. No guests are permitted. Users shall utilize the fitness center and related equipment solely for exercise and weight training.
2. Hours of Operation: The fitness center may be used 24 hours a day, 7 days a week; the Building Owner and Management may close the fitness center as needed, at any time, without notice.
3. Clothing: The minimum acceptable attire in the fitness center shall be gym shorts, tee shirts, and appropriate footwear. Any conventional exercise attire is permissible including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes, or similar footwear must be worn at all times.
4. Conduct: Any conduct which unreasonably interferes with the use or enjoyment of the fitness center or the equipment by other persons, or disrupts or interferes with normal, safe, orderly, and efficient operation of the fitness center or the equipment, is strictly prohibited. Personal radios, tape recorders, or other similar equipment may not be used without headphones.
5. Use of Tobacco Products: Smoking of any kind or other consumption of tobacco products is strictly prohibited.
6. Solicitations and Petitions: Solicitations for the sale of any product, service, or charitable contribution, and petitions of any kind are strictly prohibited.
7. Food and Beverages: Food and beverages are prohibited and shall not be brought into the fitness center for consumption within the fitness center. Bottled water and sports drinks are permitted. No glass bottles or glass drinking containers are to be brought into the fitness center including the shower area.
8. Notices, Complaints, or Suggestions: Users must immediately notify Building Management in the event they discover any unsafe or hazardous defect or condition relating to the fitness center or the equipment, or any serious breakage, sickness, fire, or disorder at the fitness center. Complaints or suggestions as to the operation, maintenance, services, or equipment at the fitness center should be registered directly with the Building Management
9. Other Facilities: All Rules and Regulations apply to the shower facilities.
10. Violation of Rules: Failure or refusal to comply with these Rules and Regulations may result in the loss of individual privileges.
11. Maintenance: No user shall leave any litter, trash, debris, or articles of clothing at the fitness center.
12. All users must comply with any rules and/or regulations that may be implemented from time to time by Building Management.
13. Lockers: **Lockers are only for the use of Tenants while they are in the gym working out.** We will remove all personal items from lockers found locked at the end of the day. **Lost key replacements are \$20.00, billed to your employer whom you will need to settle up with.** Please respect others who also wish to use the lockers.
14. Gym Wipes: Please wipe off all equipment after use.