

FITNESS CENTER USER AGREEMENT & RELEASE

Please send a completed form to tenantservices@westendofficepark.com.
You will be sent fitness center access confirmation.

The Excelsior Group, LLC (“Property Manager”) as managing agent for West End Office MN, LLC (“Landlord,” together with Property Manager, “Management”), has made available a fitness and workout facility located at 1660 South Highway 100, St. Louis Park, MN (the “Fitness Center”) for the use of tenants of West End Office Park (the “Building”). The undersigned (“User”) shall be permitted to make use of the Fitness Center upon the following terms and conditions:

- 1) USE OF FITNESS CENTER. User shall use the Fitness Center only in accordance with the rules and regulations adopted by Management from time to time and in Management’s sole discretion. Management further reserves the right to revoke User’s access to the Fitness Center if Management deems such revocation reasonably necessary to protect persons or property at the Building. The Fitness Center is a smoke-free environment and smoking and/or use of other tobacco products in the Fitness Center is prohibited. While using the Fitness Center, User shall not engage in any activity that is injurious or offensive to other users or otherwise in conflict with the rules and regulations of the Building.
- 2) RELEASE AND WAIVER. User understands and agrees as follows:
 - The Fitness Center shall be used only by such tenants and the employees of such tenants who have signed this User Agreement and Release **NO GUESTS, PERSONAL TRAINERS, FAMILY MEMBERS OR CHILDREN UNDER 18 YEARS OF AGE ARE PERMITTED IN THE FITNESS CENTER**
 - The Fitness Center is not supervised and use of the facilities and equipment located therein (the “Equipment”) and participation with an instructor in the Fitness Center (“Instructor”) in any classes or group fitness activities (collectively, “Classes”) is at User’s own risk
 - Aside from periodic Classes offered by an Instructor (which are not monitored, supervised, directed or approved by Management), Management will not provide any instruction, supervision or direction regarding the use of the Equipment and User will not use any piece of the Equipment with which User is not thoroughly familiar or which User does not know how to operate
 - Management does not provide materials supplied by the manufacturer(s) of the Equipment, Management is not required to maintain or provide such materials, and Management will not be held liable or responsible in any way for the contents of or any omissions from such material
 - Management does not maintain, regulate, inspect or monitor the Fitness Center, the Equipment, the Classes or the Instructors
 - Management has advised User to obtain a medical examination and physician’s approval prior to using the Fitness Center and/or participating in any Classes
 - All strength training, cardiovascular exercise, or any other exercise shall be undertaken by User at User’s sole risk and Management, Instructors and/or their respective agents or employees shall not be liable to User for claims, demands, injuries, damages, actions or causes of action, whatsoever, to my person or property arising out of or connected with User’s use of the Fitness Center and/or Classes. User hereby expressly and forever releases and discharges Management, Instructors and their respective agents and employees from all such claims, demands, injuries, damages, actions or causes of action, from all acts of active or passive negligence on the part of Management, Instructors, and their respective agents or employees.

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- Any illegal drugs, alcoholic beverages, intoxicants and criminal or lewd conduct is prohibited in the Fitness Center
 - Fitness Center lockers are for use during workout times only and locks and personal belongings must be removed after each workout session
 - Management is not responsible for any of User's personal belongings
- 3) TERMINATION POLICY. Management reserves the right to terminate User's use of the Fitness Center for any reason including but not limited to: improper use of equipment, failure to exhibit proof of tenancy in the Building, and not complying with rules and regulations of the Fitness Center.
 - 4) ACCESS CARD. The Fitness Center can be accessed by use of an access card. Upon signature of this agreement, User will have Fitness Center access activated on their access card. If User does not have an access card, they will need to obtain one from their employer. The cost for a card is \$15.00 and will be billed to the tenant. No charges will be billed to the tenant if User already has a card. The access card is the property of Management. The access card is for use only by User and User shall not allow any other person to use the access card.
 - 5) PHOTO RELEASE. Signing this agreement grants The Excelsior Group permission to use photographs, video, or other digital media in any and all of its publications, including web-based publications, without payment or other consideration. This is consent that all photos will become the property of The Excelsior Group and will not be returned. This includes authorization for the Excelsior Group to edit, exhibit, advertise, publish, or distribute these photos for any lawful purpose. In addition, this waives any right to inspect or approve the finished product wherein the likeness appears.
 - 6) LOCKERS. Fitness Center lockers are for daily use only. Personal items and locks are to be removed from the lockers on a daily basis. Locks remaining on lockers overnight will be cut off by Management and the contents of the Locker will be removed and disposed of at Management's discretion. Management accepts no responsibility for any items left in the lockers and User agrees that when using the lockers they are doing so at their own risk. No illegal or hazardous items may be stored in Fitness Center lockers. Management reserves the right to report suspicious activity to the authorities and search any locker believed to have illegal or hazardous contents.
 - 7) HOURS OF OPERATION. **Fitness center hours are 5:00 a.m. – 8:00 p.m. Monday through Friday and are subject to change at any time without notice and at Management's sole discretion. Doors will be locked outside of these hours.**
 - 8) ACKNOWLEDGEMENT. THE UNDERSIGNED USER HAS READ THE ABOVE USER AGREEMENT AND RELEASE AND UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING BELOW. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT THE FITNESS CENTER WILL NOT BE MONITORED OR SUPERVISED BY MANAGEMENT OR AGENT AND THEREFORE, USER SHALL MAKE USE OF THE FITNESS CENTER AT USER'S OWN RISK.

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User Signature

Date

User Print Name

Company/Tenant Name

User Phone Number

Access Card Number

User Email Address

Emergency Contact/Phone Number