

HEALTH CLUB WAIVER

Please complete and return this form to
kelly@brennanproperties.com

Men's _____ Women's _____

Name of Employee	
Employee Phone #	
E-mail	
Emergency Contact Name	
Phone #	

Company Name	
Bldg/Suite	
Fob #	

RULES AND REGULATIONS

- ⇒ Membership is available to current tenants **ONLY**. Please be sure to include building and suite above.
- ⇒ Membership in the Health Club is **an individual membership only**. Access cards/fobs are not to be "loaned" to non-members at any time. Memberships are not transferable.
- ⇒ The Health Club is located at 575 University Avenue and is currently open Monday through Friday from 6:00 a.m. to 7:00 p.m. As used in this Health Club Waiver, the phrase "Health Club" shall also include the lap pool.
- ⇒ A \$15.00 fee will be charged for any lost, stolen, or unreturned access cards.
- ⇒ Appropriate exercise attire and shirts are required at all times during your workout.
- ⇒ Members are to provide their own padlocks for lockers. Lockers are only to be used during the time of your workout. All articles are to be removed from lockers upon leaving the fitness center. Padlocks left on lockers overnight may be removed. Management will not be responsible for any items removed, lost or stolen due to the removal of padlocks.
- ⇒ Any articles found in the Health Club locker rooms or restrooms or left over night in lockers will be turned in to lost and found, which is located at 575 University Avenue, Suite 180, Sacramento, CA95825.
- ⇒ Members are required to read the equipment instructions provided before operating the exercise and weight equipment.
- ⇒ **Absolutely no children are allowed. No animals, with the sole exception of service animals that are working, are allowed.**
- ⇒ No alcoholic beverages or glassware are allowed in the Health Club.
- ⇒ Landlord may at any time, without the necessity of prior notice, close the Health Club or restrict the access thereto, at Landlord's sole discretion.
- ⇒ Members must comply with all posted rules and regulations, including those intended to limit the spread of the novel coronavirus, COVID-19, and other disease-causing organisms. Such rules may include, but not be limited to, the requirement that members wipe down all fitness equipment before and after use, and a limitation on the number of persons allowed in the Health Club at any one time. Member acknowledges that the Landlord will not be staffing the Health Club to enforce such rules and regulations.
- ⇒ The Landlord reserves the right to add, change or delete any of the rules and regulations of the Health Club, as may from time to time be deemed necessary. The Landlord reserves the right to change membership obligations and hours of operation at its option. Landlord shall in no event be liable to any Member for the failure of any party to comply with the rules and regulations of the Health Club.
- ⇒ Members have agreed that any infringement of the above rules or regulations which the Landlord may from time to time establish, will serve as grounds for cancellation of membership at the Landlord's option, and will cause forfeiture of membership.

AGREEMENT, WAIVER AND INDEMNIFICATION

The undersigned acknowledges and agrees to be bound by the foregoing Rules and Regulations, and any future rules and regulation adopted by Landlord, its successors or assigns (collectively, "Landlord") and agrees to use the Health Club at his/her own risk. The undersigned acknowledges and agrees that neither Landlord, nor its successors, assigns, principals, partners, members, employees and agents (collectively, the "Landlord Parties") shall be liable for any personal injury to the undersigned or to persons whom the undersigned allows to use the

Health Club or associated facilities, whether or not caused in whole or in part by the active or passive negligence of any Party. The undersigned assumes all risk of injury, damage or loss, and shall hold Landlord harmless from and indemnify and defend Landlord against all claims, liabilities, damages, liens and expenses (including, without limitation, attorneys' fees whether or not suit shall be brought) arising directly or indirectly from any use of the Health Club by the undersigned, guests or invitees of the undersigned, or any third party who is given access to the Health Club by the undersigned.

The undersigned understands that the use of the Health Club facilities may involve strenuous physical exertion and that a medical check-up is advisable before participating in any fitness program. The undersigned represents him/herself to be in good physical condition and to have no disability, impairment or ailment preventing participation in the use of the Health Club. The undersigned recognizes and appreciates the danger of physical stress, strain or injury (including cardiac arrest and abnormalities of blood pressure or heart rate) as a result of any physical fitness program. The undersigned understands and acknowledges that a fitness expert or any other health authority does not staff the Health Club.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Landlord cannot guarantee that you will not become infected with COVID-19. Further, attending the Health Club could increase your risk of contracting COVID-19, and the risk of transmitting that disease your family members and friends.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Health Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Health Club may result from the actions, omissions, or negligence of myself and others.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the Health Club. I hereby release, covenant not to sue, discharge, and hold harmless the Landlord Parties of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Landlord Parties, whether a COVID-19 infection occurs before, during, or after my use of the Health Club.

Should any provision of this agreement and waiver be determined to be invalid or unenforceable, it shall be deemed severed from this agreement and waiver, and such invalidity or unenforceability shall not affect the remaining provisions of this agreement and waiver which shall remain in full force and effect

Please sign below to indicate your agreement to and acceptance of the above terms.

Agreed and Accepted:

Signature

Date