

Wells Fargo Center
1700 Lincoln Street
Denver, Colorado 80203

WAIVER OF LIABILITY

1. Waiver of Claims. By executing this Agreement, the undersigned (the "Prospective User") hereby acknowledges and agrees that his or her use of the health and fitness facilities (the "Health Club") located in the building at 1700 Lincoln Street, Denver, Colorado 80203, commonly known as Wells Fargo Center (the "Building") and its related facilities (including, without limitation, all exercise equipment, locker rooms, showers, exercise classes and other amenities which may from time to time be offered and to which Prospective User is provided access in connection with his or her participation in the Health Club), programs or activities, including any classes or outside activities or events sponsored in the Health Club and any transportation provided by the Health Club, is voluntary and made available for use at the Prospective User's own risk. In consideration for the Prospective User being permitted to use the Health Club and to participate in the Health Club related classes or events, the Prospective User hereby releases and discharges the owners and managers of the Health Club and the Building and their respective partners, members, principals, officers, directors, agents, employees, contractors, successors and assigns (collectively, the "Released Parties") from, and agrees to hold any and all of the Released Parties harmless against, any claim, demand, liability, cause of action or suit of any kind or nature, whether resulting from the negligence of the Released Parties or otherwise (including without limitation, strict liability), arising out of, resulting from or incident to the Prospective User's use or occupancy of, or participation in, the Health Club, any of its equipment, facilities, classes, programs, activities or events, or any transportation provided by the Health Club or any employees of the Health Club or its owner or manager (collectively, the "Released Liabilities"). The Prospective User waives any claim it may have against the Released Parties in connection with any of the Released Liabilities and agrees not to sue or make any claims of any nature whatsoever in any court, agency, or other forum or proceeding against any Released Parties in connection with any of the Released Liabilities. The Prospective User further agrees that neither the Health Club, the Building nor any other Released Parties shall be responsible or liable to the Prospective User for any bodily injury or any articles damaged, lost or stolen in or about the Health Club, or in lockers, or for loss or damage to any property, including but not limited to, automobiles and the contents thereof.

2. Informed Consent. The Prospective User acknowledges and agrees to the following:

As a participant in any fitness program administered by the Health Club, I recognize that a fitness program and the use of the exercise equipment and other facilities provided by the Health Club entail some risk of accidental injury. I further recognize that the reaction of my cardiovascular system to exercise activities cannot be predicted with complete accuracy. I also understand that during or following periods of exercise, it is possible for any individual to develop abnormalities of blood pressure or heart rate, ineffective heart function, or, in rare instances, heart attack or cardiac arrest. I understand that I should consult a physician before participating in any fitness program or other exercise activities, including those available at the Health Club.

Signed: _____
Printed Name: _____
Email Address: _____
Access Card Number: _____

Date: _____
Employer: _____
Emergency Contact: _____
Telephone: _____

MODEL FITNESS CENTER RULES

- A. You must have a pre-authorized keycard to enter and use the Fitness Center. Use of the fitness center is restricted to employees of or tenants of the building. No keycard to the Fitness center may be shared.
- B. Use of the Fitness Center is limited to the hours designated by Building Management from time to time.
- C. No guests are allowed to enter or use the Fitness Center. Children under the age of 18 are not permitted to enter the Fitness Center.
- D. You must follow posted instructions when using equipment.
- E. Cardio equipment use is limited to 30 minutes per machine during busy hours.
- F. If you are taking medication or should you have a medical condition such as high blood pressure, heart disease, a respiratory problem, pregnancy, or any other condition that may make exercise dangerous to your health, you must consult with your physician before using the Fitness Center.
- G. Should you feel faint, dizzy, or sick, experience pain, or have difficulty breathing immediately stop the activity and cool down. If you do not feel better, immediately call 911 for assistance.
- H. The Fitness Center is not supervised.
- I. If you notice any faulty or malfunctioning equipment, hazardous conditions, or otherwise have a safety concern, promptly report to Building Management staff.
- J. Keep the Fitness Center in a neat and orderly fashion, including, but not limited to, wiping all equipment after use.
- K. Do not store anything in the Fitness Center, except to the extent temporarily stored in the locker rooms during your use of the Fitness Center. Lockers are for day use only during your workout and may not be used overnight. Belongings must be removed at the end of your workout to ensure that available locker space remains for others. Articles left behind shall be delivered to Building Management and dispose of after 30 days. Building Management is not responsible for left, lost or missing items.
- L. No food, alcoholic beverages or glassware is allowed in or around the Fitness Center at any time.
- M. Appropriate exercise attire is required at all times. Exercise clothes are not to be worn outside of the Fitness Center Area.
- N. Music may be listened to with headphones only.
- O. Personal exercise equipment may not be used in the Fitness Center.
- P. Re-rack your weights after use. Do not drop weights on the floor.
- Q. No shoes on yoga mats.
- R. Management reserves the right to change membership fees, alter Fitness Center hours of operation, or add, change or delete any of the Rules and Regulations of this Fitness Center as may from time to time be deemed necessary in the sole and absolute discretion of Management.

If you have any questions or concerns, please contact Building Management at (303) 863-1303.

Use of the Fitness Center and all equipment is solely at your own risk.

In case of emergency, call 911.

I understand and agree to the Fitness Center Rules listed above.

Signature

Date

Printed Name

Employer