

**APPLICATION FOR
FITNESS CENTER & LOCKER ROOM ACCESS**

PRINTED NAME: _____

TENANT NAME / TENANT SUITE #: _____

OFFICE/CUBICLE #: _____ PHONE EXT #: _____

WORK E-MAIL ADDRESS: _____

LOCKER ROOM: MALE FEMALE

In consideration of being granted the right to use the Fitness Center and Locker Rooms, I, the undersigned, agree to abide by all posted rules governing the use of Fitness Center and Locker Rooms. I understand that only employees having their own access card are permitted to use the Fitness Center. A breach of any of the aforesaid rules will result in a revocation of my access card to the Fitness Center and Locker Rooms.

GENERAL RELEASE AND HOLD HARMLESS AGREEMENT: I, the undersigned, know the risk and danger involved in my use of the Fitness Center and Locker Rooms and in exercising, including but not limited to the risk to the musculoskeletal system (e.g., sprain, strain) and the cardio-respiratory system (e.g., dizziness, fainting, abnormal heartbeat, discomfort in breathing, abnormal blood pressure response, and in rare instances, heart attack, stroke or even death). I understand that I should consult with my doctor before commencing any exercise activity at the Fitness Center and Locker Rooms. I acknowledge that the Fitness Center and Locker Rooms are unsupervised and that use of the Fitness Center is at my own risk. I assume all risks of injury or illness that may be sustained by me as a result of my use of the Fitness Center and Locker Rooms. In consideration of for the right to use the Fitness Center and Locker Rooms and on behalf of myself, my heirs and my estate, I hereby release, discharge, and hold harmless FSK Land Corporation, its subsidiaries, affiliates, parents, directors, officers, employees, successors, assigns, agents and contractors, from any and all claims, liability, damage, expense, or causes of action of any sort for injury, damage, loss, or illness suffered or sustained by me or my personal property which arises from or relates in any way to my presence at or use of the Fitness Center and Locker Rooms.

I have read, fully understand and agree to the above terms, including the general release and hold harmless agreement.

Signature: _____ Date _____

Fitness Center & Locker Room

Rules and Regulations

Proper Fitness Center and Locker Room conduct is paramount for safety and fairness for all employees. Each employee is asked to comply with these rules so that the Fitness Center and Locker Rooms are a safe and pleasant environment. We are committed to provide efficient Fitness Center and Locker Room operations. In turn, we ask that all employees recognize and comply with the following rules and regulations. In order to continually strive for efficient operation of the fitness center, we shall have the right to amend, delete or add to these policies and procedures as necessary.

Please read below and sign. The signed copy of the rules and regulations will become part of your agreement.

Hours of Operation: Self-service, 24/7, unsupervised.

Medical Recommendation: Members hold the center harmless from any loss, theft, cost, claim, injury, damage, or liability incurred in the Exercise room / Locker rooms. Physical examinations are recommended to all individuals who are elderly, pregnant, unaccustomed to physical exertions, or who have physical limitations, a history of medical conditions that could interfere with their exercise program. Members who are over fifty years of age, or have any cardiac risk factors, should have a full cardiovascular evaluation administered by their doctor. Members shall not use the center in such a way as to endanger the health or safety of themselves or others. Members shall be responsible for any property damage or personal injury caused by them.

Equipment Malfunctions: Members should understand and acknowledge that equipment may, from time to time, be out of order. Should you notice any equipment that is not in working order or damaged notify the management office and discontinue use of equipment. When special factory parts must be ordered, some units may be unavailable for several weeks. Please understand that any equipment in need of maintenance may be removed from the floor to be repaired as quickly as possible.

Food and Beverage/Smoking: No food or beverage will be permitted in either the locker rooms or fitness center. Only water bottles are permitted; smoking or drinking alcohol is absolutely prohibited within the confines of the fitness center, including the locker rooms.

Proper Attire: While using the Fitness Center and Locker Rooms, individuals may wear: shorts, tank tops, warm-up suits, tights or leotards. Shirts are required and appropriate footwear must be worn at all times.

Lockers: Lockers are available for use during each exercise session. Individuals are responsible for providing a lock to secure personal belongings. We are not responsible for items lost, stolen, damaged while stored in the lockers. Personal belongings and locks are not to be left after exercise sessions. Lockers are provided for exercise usage while you are exercising during hours of operation. Please remove your lock upon completion of your workout and shower. Management reserves the right to remove locks left after hours.

Showers: Soap, shampoo and towels will be provided for your convenience. Any personal items will be removed if left in the locker room overnight. Showers are to be kept to a reasonable length of time (not to exceed 10 minutes).

Music Devices: All personal music devices used in the exercise room shall be permitted only with the use of earphones.

Compliance: Members are required to comply with the policies and procedures of the Exercise and Locker room. If an employee violates any of these policies and procedures or if their conduct is not in the best interest of the membership, Management may elect to suspend/terminate the membership after giving proper notice of such violations.

Grounds for Revoking or Suspending access: Management may revoke a membership at any time, or refuse to extend a membership, if it reasonably judges that a member is consistently failing to observe the rules and regulations or has otherwise behaved in a manner contrary to the best interest of the Exercise room or other employees.

I have read the above Rules & Regulations pertaining to my participation in the Exercise Room. I will comply with the requirements with the understanding that if I do not, my access privileges may be forfeited.

Signature: _____

Date: _____