

PASADENA TOWERS FITNESS CENTER USE AGREEMENT

| | |
|---------------------------------|--|
| Name | |
| Company Name | |
| Office Phone Number | |
| Office Email Address | |
| Building Card Key Number | |
| Male or Female | |

In case of emergency, please notify:

_____ Relationship: _____ Phone: _____

PAYMENT

Please remit payment (personal check/money order/cashier's check) to **CPUS PASADENA, LP**

- I, _____ ("Releasor," also to be referred to as "User"), acknowledge that I have voluntarily applied to enter that certain premises containing any fitness, athletic, shower, locker or related facilities located at CPUS PASADENA, LP, 55 S. Lake Avenue, Pasadena, California 91101, referred to hereinafter as the "Fitness Center" and owned by CPUS PASADENA, LP Property LLC, a Delaware limited liability company ("CPUS PASADENA, LP"). I acknowledge that I have received a copy of the "Fitness Center Rules & Regulations." Furthermore, I agree to abide by all such rules and regulations of the Fitness Center.

Assumption of Risk

- I AM AWARE THAT THE FITNESS CENTER AND EXERCISE ACTIVITIES INVOLVE POSSIBLE HAZARDS. I AM VOLUNTARILY ENTERING THE FITNESS CENTER AND USING THE FACILITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH.

Release and Waiver of Liability and Indemnity

3. IMPORTANT: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY. I hereby acknowledge and agree that use of the Fitness Center, services, equipment or premises, involves risks of injury to persons and property, including those described below, and I assume full responsibility for such risks. In consideration of being permitted to enter the Fitness Center for any purpose including, but not limited to, observation, use of facilities, services or equipment, or participation in any way, I agree to the following: I hereby release and hold CPUS PASADENA, LP and any of its limited partners, affiliates, subsidiaries, parent companies, stockholders, directors, officers, employees, contractors, invitees, agents, attorneys and their respective predecessors, heirs, successors, and assigns (and the supplier of any of the equipment in the Fitness Center) (individually and collectively, "Releasee") harmless from all liability to me and my personal representatives, assigns, heirs and next of kin for any loss or damage, and I forever give up any claims or demands therefore, on account of injury to my person or property, including injury leading to my death, whether caused by the active or passive negligence or gross negligence of Releasee or otherwise to the fullest extent permitted by law while I am in, upon or about the Fitness Center or using the Fitness Center's facilities, services or equipment. I also hereby agree to indemnify Releasee from any loss, liability, damage or cost Releasee may incur due to my presence in, upon or about the Fitness Center or in any way observing or using any facilities or equipment of CPUS PASADENA, LP whether caused by my own negligence or otherwise. I represent (a) that I am in good physical condition and have no disability, illness, or other condition that could prevent me from exercising without injury or impairment of my health, and (b) that I have consulted a physician concerning an exercise program that will not risk injury to me or impair my health. Such risk of injury includes (but is not limited to): injuries arising from my use or the use of others of exercise equipment and machines; injuries arising from my participation or the participation of others in supervised or unsupervised activities or programs at, in or about the Fitness Center; injuries and medical disorders arising from exercising at, in or about the Fitness Center such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere at, in or about the dressing rooms, showers and other facilities associated with the Fitness Center. I further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I have read this release and waiver of liability and indemnity clause, and agree that no oral representations, statements or inducement apart from this agreement have been made. The terms and provisions of this Release shall be binding upon and benefit the respective successors and assignees, heirs, distributees, guardians, and legal representatives of the undersigned and CPUS PASADENA, LP. This release is my final, complete and exclusive agreement with CPUS PASADENA, LP. This document cancels and replaces all of my prior understandings and agreements (if any) with CPUS PASADENA, LP concerning use of the Fitness Center, and these terms may not be changed unless amended by a written document signed by CPUS PASADENA, LP.



RELEASOR EXPRESSLY AGREE THAT THIS SECTION 3 ENTITLED **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY** HAS BEEN READ AND REVIEWED AND HAS BEEN THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES AND THAT RELEASOR AGREES TO BE BOUND BY THE TERMS THEREOF.

Releasor's Initials

AGREED AND ACCEPTED BY RELEASOR:

Date: _____

Signature: _____



FITNESS CENTER RULES & REGULATIONS

- A. User shall not permit any guest to use the Fitness Center. All Users must have a pre-authorized cardkey to enter the Fitness Center. A pre-authorized cardkey shall not be issued to a prospective User until receipt by CPUS PASADENA, LP or its authorized agent for the Fitness Center of the \$75.00 activation fee for use of the Fitness Center by such User.
- B. The operating hours for the Pasadena Fitness Center will be from 4:00 am to 11:00 pm, Monday through Friday. CPUS PASADENA, LP shall have the right to alter hours of use of the Fitness Center, at CPUS PASADENA, LP' sole discretion.
- C. If any User feels faint, dizzy, sick, experiences pain and/or has difficulty breathing while using the Fitness Center, such User shall immediately stop activity and cool down. In the event such User does not feel better, he/she shall promptly call 911 for assistance.
- D. In the event a User notices any faulty or malfunctioning equipment, hazardous conditions, situations, or safety concerns, while using the Fitness Center for any reason, such User shall report the situation to CPUS PASADENA, LP or building staff personnel immediately.
- E. Individual User's cardkey to the Fitness Center shall not be shared with any Third Persons and shall only be used by the individual such cardkey is issued to. Failure to abide by this rule may result in immediate termination of such User's right to use the Fitness Center. User agrees to indemnify, defend and hold CPUS PASADENA, LP harmless from all actions, claims or demands (and consequent attorneys' fees and costs) that may be brought by (i) Third Persons wrongfully accompanying User to the Fitness Center, or (ii) their assigns, heirs, distributees, guardians and legal representatives, arising from said Third Persons use of the Fitness Center.
- F. User agrees to keep the Fitness Center in a neat and orderly fashion, including, but not limited to, wiping all equipment, putting weights and equipment back to the proper location in the fitness center after use.
- G. User shall not store anything in the Fitness Center, except to the extent temporarily stored in the locker rooms during User's use of the Fitness Center. All personal articles shall be removed upon completion of User's workout. Lockers are for day use only. Locker keys must be in the possession of the User at all times while working out in the Fitness Center and must be surrendered upon leaving.
- H. No food, alcoholic beverages or glassware are allowed in or around the Fitness Center at any time.
- I. User agrees to use proper fitness apparel as well as read equipment instructions prior to use of any fitness equipment and abide by such equipment instructions during use and following use of any fitness equipment. User agrees to use proper athletic shoes at all times.
- J. Towels will be provided for sole use in the Fitness Center and must be returned by the User upon leaving the Center.
- J. Smoking is strictly prohibited in the Fitness Center at all times.
- K. Children are expressly prohibited from entering the Fitness Center at any time.
- M. There will be no equipment reservations allowed. User agrees to a 20-minute time limit use when there is a line for any equipment.
- N. CPUS PASADENA, LP reserves the right to change User fee, alter Fitness Center hours of operation, or add, change or delete any of the Rules & Regulations of this Fitness Center as may from time to time be deemed necessary in the sole and absolute discretion of CPUS PASADENA, LP.

