

## THREE RAVINIA ACCESS CARD AND FITNESS CENTER APPLICATION

### **ACKNOWLEDGMENT OF ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT**

\_\_\_\_\_ (**company**), tenant of Suite \_\_\_\_\_ at Three Ravinia hereby requests for its employee, \_\_\_\_\_ (**name**), the use of the Three Ravinia Access Card granting employee limited access to Three Ravinia, its amenities and other facilities, including the parking deck and fitness center, subject to the terms of this Agreement and the Rules and Regulations implemented by Three Ravinia from time to time. Employer and employee (hereinafter referred to as "I") agree to the following terms of the agreement.

I am under no obligation to Three Ravinia to use the Three Ravinia amenities and facilities, including the parking deck and fitness center. Accordingly, I agree to use such facilities at my own risk. I agree to observe all rules and regulations of Three Ravinia, including those posted on the walls of the fitness center.

I acknowledge that there will be no attendants supervising the Three Ravinia amenities and facilities, including the parking deck and fitness center. I acknowledge that Three Ravinia has engaged security contractors to monitor the security of Three Ravinia, its amenities, and other facilities, including the parking deck and fitness center, during posted hours. Nevertheless, I acknowledge that Three Ravinia relies upon local law enforcement for breaches of security.

I agree to use the fitness center and the equipment provided therein for my personal recreation and fitness. I acknowledge that severe injuries can occur in athletic and fitness programs, and that severe injuries can include muscle strains, back injuries, heart attacks, permanent paralysis, and even death. I realize that it is in my best interest to consult a doctor before engaging in any physical training.

As an express condition to my use of the Three Ravinia Access card, I agree that the undersigned, and any other user of the Three Ravinia Access Card, releases and discharges Three Ravinia from and against, and Three Ravinia shall not be liable for, any and all claims and demands for any loss, cost or expense (including court costs and reasonable attorney's fees), damage, or injury, of any kind or character, to me or any other person (including without limitation, all employees, agents, representatives, or guests of the undersigned) or to my property or the property of others, arising from, related to, or occurring as a result of the use of the amenities and facilities (including the parking deck, fitness center and equipment owned by Three Ravinia) caused by any defect in any structure, improvement, equipment or facility within the Building or its common areas.

#### **WARNING:**

Any activity involving physical exercise creates the possibility of accidental injury. The fitness center is intended for use ONLY by Three Ravinia tenants. Use of the equipment contrary to posted instructions is DANGEROUS and should not be undertaken. Before using the equipment KNOW YOUR LIMITATIONS and the limitations of the equipment. If in doubt, do not proceed. The hours of operation are from 5:30am – 9:00pm, Monday through Friday.

It is the responsibility of each Employer to notify the Management Office immediately of a lost or stolen card key. Upon termination of employment at Three Ravinia, all employee's card keys must be returned to the Management Office.

**THERE WILL BE A \$10.00 CHARGE FOR ANY CARD KEY NOT RETURNED, LOST OR STOLEN.**

**The following information must be completed legibly in its entirety before any card key will be issued:**

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee Phone No \_\_\_\_\_

Employee Car Make/Model/Year \_\_\_\_\_ Color \_\_\_\_\_

Employee Car License Tag # \_\_\_\_\_ State Issued \_\_\_\_\_

**BADGE NUMBER** \_\_\_\_\_

Please submit this form to the management office in Suite 1930, fax to 770-395-5230, or e-mail to Jason Korner at [jason.korner@cbre.com](mailto:jason.korner@cbre.com)