

Fitness Center Waiver

Membership

Membership permits you (the "Member") to use the fitness center premises, equipment, and services at 799 Broadway collectively called "Gym"). Membership is non-transferable and does not give any rights in the management or operation of the Gym. The minimum age for membership is 18 years old.

Liability for Property

The safe keeping of personal belongings is the sole responsibility of the Member. The Gym ownership or management shall not be responsible or liable to you for articles damaged, lost, or stolen while in or about the Gym premises. If you cause any damage to the Gym facility, you are liable for the cost of repair or replacement. Any articles found on the Gym premises at the end of the day will be removed and may be disposed of by the building management as it sees fit.

The General Rules

The Member agrees to abide by all rules and regulations of the Gym now in effect or to become effective at any future date. All signs posted in or about the Gym shall be considered a part of the rules and regulations. Breach of any of the rules by a Member shall constitute grounds for cancellation of use. The current rules and regulations are as follows:

1. No guests are permitted. Any Member who permits access to a non-Member will be terminated.
2. Members must wear appropriate exercise wear and clean athletic shoes. Swimsuits, underwear, street clothes, offensive attire, "cut off shorts", sandals and jeans are not allowed.
3. Members must replace all free weights, medicine balls, stretching mats, or any other gym accessories on appropriate racks after use. Free weights are to be lowered carefully to the floor upon completion of the exercise. Abuse of any equipment will not be tolerated. Machines or bars may not be overloaded. Allow others to "work in" or take turns.
4. Wipe off equipment when finished.
5. Members must use safety belts whenever they are provided on any exercise equipment.
6. No swearing, grunting, or loud or abusive language permitted.
7. To ensure a comfortable atmosphere for everyone, please be courteous and respectful of others.
8. No alcohol, smoking, or drugs are allowed on the premises.
9. No personal notice, advertising or other literature, either posted or for distribution, is allowed without the express permission of management.
10. Cups, papers, bottles, and trash must be disposed of in the proper receptacles provided.
11. During peak hours (or while others are waiting) limit your time on the aerobic machines to 20-30 minutes.
12. Locker rooms are located on the Cellar level near the gym. An access card is required for entry. A limited number of Day-Use only lockers will be available and on a first come first serve basis. Items must never be stored overnight in Day-Use only lockers. The

Gym ownership or management will cut off locks should they be left overnight. Any articles found in the lockers at the end of the day will be removed and may be disposed of by the building management as it sees fit.

13. If a Member notices any faulty or malfunctioning equipment, hazardous conditions or situations, safety concerns, or feels uncomfortable for any reason while using the Gym, such Member immediately shall report the situation to building management.
14. Individual membership access cards to the Gym shall not be shared and shall only be used by the individual to which such access card was issued by building management. Failure to abide by this rule shall result in immediate termination of such Member's right to use the Gym.
15. Management reserves the right to add to, change or delete any of the rules and regulations of the Gym as may from time to time be deemed necessary or desirable. Management reserves the right to change the membership fee and hours of operation without prior written notice to Members.

PHYSICAL CONDITION – Release, Waiver and Indemnity

1. IMPORTANT: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY. In consideration of gaining membership and the right to use the Gym facilities, equipment, and machinery, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge, to the fullest extent permitted by law, Maple C 799 Broadway -799 Broadway, LLC, Columbia REIT Tenant Services, Columbia Property Trust and their respective officers, directors, stockholders, partners, members, affiliates, subsidiaries, parent companies, agents, employees, contractors, invitees, attorneys and representatives, and the respective predecessors, heirs, executors, successors and assigns of each of the foregoing, as well as the supplier of any of the equipment in the Gym (collectively, the "Released Parties"), from any and all responsibilities or liability to me and/or my personal representatives, assigns, heirs and next of kin for any loss or damage, and I forever give up any claims or demands therefor, on account of injury to my person or property, including injury leading to my death, whether caused by the active or passive negligence of any Released Party or otherwise, arising from or in connection with my presence in, upon or about the Gym (including, without limitation, my participation in any Gym activities and my use of any of the Gym's facilities, services or equipment).

I also hereby agree to indemnify the Released Parties from and against any loss, liability, damage, claim, demand, cost or expense (including, without limitation, attorneys' fees) arising from or in connection with my presence in, upon or about the Gym (including, without limitation, my participation in any Gym activities and my use of any of the Gym's facilities, services or equipment).

The foregoing indemnity shall include, without limitation, all actions, claims or demands (including attorneys' fees) that may be brought by any third persons wrongfully accompanying me to the Gym (or their personal representatives, assigns, heirs or next of kin) and arising from such third persons' presence in, upon or about the Gym. It is my intention that the release set forth herein will be effective with respect to each and every claim, demand, liability, judgment, cause of action and expense specified above, and in furtherance of this intention I waive all rights.

(Please initial _____)

2. I understand and am aware that strength, feasibility, and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. Such risks include (but are 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 the Gym; injuries and medical disorders arising from exercising at the Gym 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 Gym. I hereby agree to expressly assume and accept any and all risks of injury or death.

(Please initial _____)

3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities or programs of the Gym or use of the equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in Gym activity and/or use of equipment and machinery without the approval of my physician, and I do hereby assume all responsibility for my participation and activities and utilization of equipment and machinery.

(Please initial _____)

ENTIRE AGREEMENT CLAUSE

The Member acknowledges that neither the ownership or management of the Gym nor anyone else has made any representations or promises upon which he/she relied that are not stated in this agreement. This document contains the entire agreement between the Member and the ownership and management of the Gym and replaces any oral or other written agreement; the terms hereof may not be changed except by a written agreement signed by the ownership or management of the Gym. This agreement shall be interpreted, enforced and governed by the laws of the State of New York, and the undersigned Member expressly agrees that the release, waiver and indemnity set forth hereinabove is intended to be as broad and inclusive as is permitted by the laws of the State of New York. If a court of law declares any part of this agreement invalid, it will not invalidate the remaining parts, which shall continue to be unaffected. If the ownership or management of the Gym does not enforce any rights in this agreement for any reason, the same shall not constitute a waiver of the right to enforce any or all such rights at any time.

-- Continue to next page for signatures. --

KNOWING AND VOLUNTARY EXECUTION

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND COLUMBIA PROPERTY TRUST TENANT SERVICES, AND SIGN IT OF MY OWN FREE WILL.

ACCEPTED AND AGREED TO:

Signature

Date

Name (Print)

Locker Room Facilities Rules & Regulations

Locker Room Facility

- Hours of operation are 24/7 and will require an access card.
- To ensure a comfortable atmosphere for everyone, please be courteous and respectful of others.
- Lockers for day-use only are available.
- Participants using day-use lockers will provide their own lock to secure personal items.
- Please remember to remove all personal items from lockers, shower stalls, sinks, benches and shelves.
- Any items left in the day-use lockers overnight will be removed and disposed of.
- Maple C 799 Broadway – 799 Broadway, LLC, Maple C 799 Broadway Property Management will not be responsible for lost, stolen, or damaged items.
- Please remember to put back any items used in the locker rooms to the location it was retrieved from.

Procedures, rules and regulations may be added or changed by Property Management as appropriate to improve the safety and efficiency of the locker/shower facility.

I have read and agree to abide by the Rules & Regulations.

Signature

Date

Name (Print)