

Waiver and Release of Claims Arising Out of the Use of the 200 South Wacker Fitness Center

I, _____ hereby request permission to use the Fitness Center located on the lower level of 200 South Wacker in Chicago, Illinois, together with any and all equipment and other facilities located therein (the "Fitness Center"). I understand and acknowledge that the Fitness Center is not a public facility, but rather is for the exclusive use of those individuals, such as myself, as are specifically authorized in writing by ("Landlord") or its authorized representative to use the facility, and who read and sign this **WAIVER AND RELEASE**. I understand and acknowledge that there are risks associated with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Center, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Center without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I ACKNOWLEDGE AND AGREE THAT THE USE OF THE FITNESS CENTER WILL BE ENTIRELY AT MY OWN RISK. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE FITNESS CENTER, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE against Landlord, and their successors, assigns, affiliates, directors, officers, employees and partners or any of them (collectively, "Landlord Parties") for any and all losses, costs, expenses, including reasonable attorney's fees damages or liabilities whatsoever of any nature, including bodily injury or death, arising out of my use of the Fitness Center, provided, however, that the foregoing waiver and indemnification shall not apply to any injuries or damages caused by the gross negligence or willful misconduct of Landlord or its agents or employees. I also agree that my use of the Fitness Center shall be in accordance with the rules and regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative.

I also acknowledge that by signing this fitness center WAIVER & RELEASE that I have fully read and understood everything identified in this document. I also understand that a one-time \$50.00 fee is required to obtain use of the fitness center. This \$50.00 fee is non-refundable should I decide to no longer require access to the fitness center or should Landlord choose to permanently close this area for any other use.

Please bring your check made out to **200 South Wacker IL LLC** to the office of the building. Please reference "200 S. Wacker fitness center" on the check.

Signature: _____

Print Name: _____

Company: _____

Date: _____

Access Card #: _____

Sex: M or F

200 South Wacker Fitness Center Rules and Regulations

200 South Wacker contains a Fitness Center available for Tenants' use. The Fitness Center is located on the lower level and is equipped with basic cardiovascular machines and strength stations. There are men's and women's locker rooms with showers and lockers.

1. The Fitness Center will be open 24 hours a day 7 days a week. Please note, heat and air conditioning is provided from 7am-6pm Monday-Friday and 8am-1pm Saturdays only.
2. The Fitness Center is for the use of building employees only; friends, relatives, or visitors are not permitted in this facility. Employees must be a minimum 18 years of age.
3. Each tenant is responsible for controlling and monitoring access to these facilities, ensuring the access cards are issued only to an employee and prohibiting its employees from lending their access cards to non-employees.
4. Each tenant is responsible for returning access cards to the Office of the Building upon vacating the Building. If a tenant's card is not turned in upon vacating the Building, or is lost or stolen, the employee shall pay 200 South Wacker for the cost of voiding and replacing the cards.
5. All persons using exercise equipment and showers agree to do so at their own risk and agree to operate all equipment as intended and in accordance with the manufacturers' instructions.
6. Smoking is not permitted in the Fitness Center.
7. The use of lockers is during workouts only. The Cleaning staff is instructed to clean out all lockers after 11:00 p.m. every night.
8. Glass containers and alcoholic beverages are not permitted in the Fitness Center. All radios/walkmans must be used with headphones.
9. Landlord reserves the right to add, change or delete any Rule or Regulation herein contained and to change the method of operation to ensure maximum enjoyment of the facility.

The Fitness Center is for the enjoyment of all 200 South Wacker tenants and their employees. Please assist us in maintaining these facilities' cleanliness by disposing of all trash in the receptacles provided. Please report any problems to the Office of the Building.

Agreed Signature: _____

Print Name: _____

Email Address: _____

Date: _____
