

FITNESS CENTER MEMBERSHIP AGREEMENT

Please provide the following information: *(please print clearly)*

Last Name:	First Name:	Contact Phone: <i>(include area code)</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
Email Address:	Date of Birth: <i>(mm/dd/yyyy)</i>	
<input type="text"/>	<input type="text"/>	
Employer:	Suite #:	
<input type="text"/>	<input type="text"/>	
Employer Contact:	Contact Number: <i>(include area code)</i>	
<input type="text"/>	<input type="text"/>	
Emergency Contact:	Contact Number: <i>(include area code)</i>	
<input type="text"/>	<input type="text"/>	

1800 Larimer, LLC, a Delaware limited liability company ("Owner"), owns the building located at 1800 Larimer Street in Denver, Colorado (the "Building"), and has established an indoor exercise area and locker room located on the second (2nd) floor of the Building (collectively, the "Fitness Center").

The Fitness Center is intended for the exclusive use of persons who are tenants or are employed by tenants of the Building, who are over the age of 18, who have executed this Agreement and whose rights to use the Fitness Center have not been terminated.

The undersigned ("Member") hereby agrees as follows in consideration of a non-exclusive right to use the Fitness Center:

1. Neither Owner nor its property manager(s) (collectively, the "Property Manager"), shall be responsible for any loss, damage or theft of any of Member's personal or corporate property from the Fitness Center.
2. Member shall use the Fitness Center and the equipment located therein only during the times specified by the Owner or Property Manager for such use, which are subject to modification at the Property Manager's discretion.
3. **The Fitness Center is an unsupervised and unattended facility, and the use of any equipment or participation in any fitness or exercise class is strictly at the Member's own risk.** Owner reserves the right, but does not have the obligation, to monitor the Fitness Center from time to time; provided, however, such monitoring does not imply security of any kind.

4. Member shall abide by the Rules & Regulations of the Fitness Center which are attached hereto and incorporated herein by this reference (the “Rules and Regulations”). The Rules and Regulations may be amended or modified by the Owner or Property Manager at any time. Effective notice and delivery of such change shall be accomplished by posting in a conspicuous location in the Fitness Center or by distributing the amended rules to the offices of all tenants of the Building. By executing this Agreement, Member acknowledges receipt of a copy of the Rules and Regulations and agrees to abide by them without exception.
5. There shall not be any fitness and exercise classes conducted at the Fitness Center without the prior written consent of the Owner or Property Manager.
6. **I confirm that I am in good health and know of no reason why I should not exercise at a normal level for my age, weight and height or otherwise utilize the Fitness Center. I acknowledge that regardless of my age, attempted weight training or physical exercise without a thorough physical examination and a physician’s approval of the planned exercise regiment could be dangerous and should be avoided.**
7. Any instructor(s) teaching fitness or exercise classes at the Fitness Center are independent contractors and are not in any manner employed by Owner or Property Manager, nor are they Owner or Property Manager’s agents or representatives.
8. Member’s rights to use the Fitness Center are subject to cancellation, with or without cause, at any time by Member, Property Manager or Owner, and shall in any event terminate immediately should Member cease to be a tenant of (or employed by a tenant of) the Building.
9. Member’s failure to abide by this Agreement and all the Rules and Regulations shall result in the immediate termination of Member’s right to use the Fitness Center.
10. As a condition to Member’s utilization of the Fitness Center, Member must read and execute the Liability Release attached hereto and incorporated herein by this reference.

I have carefully read the foregoing Agreement, understand its contents and sign it with full knowledge of its significance. I hereby confirm that I am a tenant or the employee of a tenant of the Building and at least 18 years of age.

PRINTED NAME OF MEMBER

SIGNATURE OF MEMBER

DATE



LIABILITY RELEASE

PLEASE READ CAREFULLY THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS

NOTIFICATION OF RISKS – I AGREE AND UNDERSTAND THAT USE OF THE FITNESS CENTER MAY INCLUDE RISKS, INCLUDING, BUT NOT LIMITED TO, INJURIES FROM USE OF THE EQUIPMENT, USE OF UNSUPERVISED FACILITIES IN AN AREA OPEN TO THE PUBLIC, AND MAINTENANCE OF THE EQUIPMENT AND FITNESS CENTER (THE “ACTIVITY”). I HEREBY AGREE TO FREELY AND EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH TO MYSELF WHILE PARTICIPATING IN ALL ACTIVITIES IN THE FITNESS CENTER. FURTHER, I VOLUNTARILY ELECT TO PARTICIPATE IN THE ACTIVITY.

_____ (Initials)

ASSUMPTION OF RISK – I HEREBY ASSUME ALL RISKS WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM MY INVOLVEMENT IN SUCH ACTIVITY AND HEREBY HOLD HARMLESS, RELEASE, INDEMNIFY AND DEFEND OWNER AND ITS PROPERTY MANAGER(S), TOGETHER WITH THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, AGENTS AND EMPLOYEES (HEREINAFTER, “RELEASED PARTIES”), OF AND FROM ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME WHILE PARTICIPATING IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY THE NEGLIGENCE AND/OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, ON THE PART OF THE RELEASED PARTIES. THIS RELEASE IS EXTENDED TO MY PARTICIPATION IN ANY STRUCTURED CLASSES OR PROGRAM IN WHICH I PARTICIPATE AT THE FITNESS CENTER PROVIDED BY OWNER, PROPERTY MANAGER OR OTHERS.

_____ (Initials)

INDEMNIFICATION BY EXECUTION – BY EXECUTION OF THIS RELEASE, THE RELEASED PARTIES SHALL BE INDEMNIFIED BY ME FOR ANY INJURY TO OTHER PERSON(S) OR PROPERTY WHICH I MAY CAUSE.

_____ (Initials)

I have carefully read the foregoing liability release, understand its contents and sign it with full knowledge of its significance. I am at least 18 years of age and a tenant or employee of a tenant.

PRINTED NAME OF MEMBER

SIGNATURE OF MEMBER

DATE



1800 LARIMER

FITNESS CENTER RULES AND REGULATIONS

(Please hold on to this page)

ALL PERSONS USING THIS FACILITY AGREE TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS:

1. This facility is intended for the exclusive use of 1800 Larimer tenants and their employees who are Members of the Fitness Center. A “Member” is deemed to be a man or woman over the age of 18 who has executed a Fitness Center Membership Agreement. Members are prohibited from inviting or allowing into the Fitness Center any minors or any other guests (related or unrelated) who are not themselves current Members.
2. The Fitness Center is available 24 hours a day, 7 days a week.
3. NO FOOD or BEVERAGES (including alcohol) are allowed at any time, except that Members may bring water in spill-proof containers for their personal use while at the Fitness Center.
4. Management is not responsible for lost, damaged or stolen items.
5. The Fitness Center is not a supervised facility. Members are responsible for their own personal safety.
6. **LOCKERS ARE TO BE USED TO STORE PERSONAL ITEMS WHILE UTILIZING THE AMENITIES OF THE FITNESS CENTER ONLY. ALL ITEMS AND LOCKS MUST BE REMOVED FROM LOCKERS UPON COMPLETION OF FITNESS CENTER ACTIVITIES.** Please do not leave your personal locks on lockers. Any items left overnight may be removed by the Property Manager at the risk of the Member who left them.
7. Your personal physician should be consulted prior to using any of the equipment or taking part in any fitness or exercise classes. Pregnant women, or any person having any physical, mental or congenital problems, should exercise only under the supervision and advice of a physician or other health care professional.
8. Appropriate gym clothing and shoes are required when using the Fitness Center. Shirts and shoes must be worn at all times in the Fitness Center.
9. Please review any instructions prior to use. Improper use of the equipment may result in injury. Use at your own risk.
10. Please be respectful and courteous to others within the Fitness Center. If others are waiting, please limit your cardio equipment workout to 30 minutes.
11. Please limit cell phone usage within the Fitness Center.
12. Wipe down equipment before and after each use.
13. Please furnish your own towels and toiletry items.
14. NO BICYCLES are allowed in the Fitness Center at any time for any reason.
15. Any maintenance items, security concerns, or any problems of a management nature should be reported immediately to the Property Management Team, Newmark Grubb Knight Frank, with offices located in Suite 1700, Telephone (303) 260-4449.