



THE COURTYARD

200-300 CORPORATE POINTE



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY (FITNESS CENTER)

I, _____ (“User”), am over the age of 18 and therefore have the legal capacity to enter into this Agreement. The Courtyard at 200 & 300 Corporate Pointe (“The Courtyard”) has provided a fitness center for use on a short-term basis to individuals associated with The Courtyard (such fitness center referred to as “The Courtyard Fitness Center” or “Fitness Center”). I am a tenant or the employee of a tenant in The Courtyard. In connection with my temporary usage of The Courtyard Fitness Center and the equipment used thereof, I, for myself, my personal representatives, assigns, heirs and next of kin:

- Acknowledge, agree and represent that I understand the nature of The Courtyard Fitness Center and that I am qualified, in good health, in sound mental capacity, and in proper physical condition to use the fitness equipment provided for use in The Courtyard Fitness Center. I further acknowledge that I will use the Fitness Center for personal and non-professional usage and understand and accept the hazards and risks for injury to my body associated with physical exercise and misuse of equipment in the Fitness Center. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue using the Fitness Center and the equipment thereof.
- Fully understand that (a) PHYSICAL EXERCISE AND USE OF THE FITNESS CENTER EQUIPMENT INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY (“RISKS”); (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the activity (including, but not limited to, slip and falls on the premises of The Courtyard and in the Fitness Center, malfunction of the equipment in the Fitness Center and the misuse of the equipment in the Fitness Center), the condition in which the physical exercise takes place, or the negligence of the “Releasees” named below; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either now known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my physical exercise and use of The Courtyard Fitness Center. Because physical exercise can be strenuous and subject to risk of serious injury, The Courtyard urges you to obtain a physical assessment from a doctor before using any exercise equipment or participating in any exercise activity. You (each client, guest, and all participating family members) agree that if you engage in any physical exercise or activity, or use any gym equipment in the Fitness Center, including any sponsored Fitness Center event, you do so entirely at your own risk.
- Agree to follow proper instructions and procedure and take proper and reasonable precautions at all times during physical exercise to decrease the chance of risks or injury occurring.
- Agree to follow all laws pertaining to the use and operation of the equipment in the Fitness Center, including all state and local laws and the rules and regulations pertaining to thereof in California and Los Angeles County.
- Hereby release, discharge, and covenant not to sue Olive Hill Group, The Courtyard Fitness Center and The Courtyard, its agents, officers, and if applicable, owners and lessors of premises on which the physical exercise takes place (each considered one of the “Releasees” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES on my account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnify agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I HAVE READ THIS RELEASE AND WAIVER.

SIGNER’S INITIALS: _____

SIGNATURE: _____
 PRINT NAME: _____
 COMPANY NAME: _____
 ACCESS #: _____

PHONE: _____
 EMAIL: _____
 COMPANY SUITE#: _____



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FITNESS CENTER RULES & REGULATIONS THIS FACILITY IS NOT SUPERVISED!

1. **USE FITNESS EQUIPMENT AT YOUR OWN RISK.**
2. FOR THE COURTYARD TENANTS ONLY, BUILDING 200-300!!
3. MUST BE 18 YEARS OF AGE OR OLDER TO ENTER FACILITY.
4. CONSULT YOUR PHYSICIAN BEFORE BEGINNING ANY EXERCISE PROGRAM.
5. MANAGEMENT IS NOT RESPONSIBLE FOR ANY INJURY YOU MAY SUFFER. PLEASE FAMILIARIZE YOURSELF WITH EQUIPMENT PRIOR TO USE. IMPROPER USE OF EXERCISE EQUIPMENT MAY RESULT IN INJURY.
6. WORKOUT TOWEL IS MANDATORY WHILE USING FITNESS FACILITY.
7. TOWELS NOT PROVIDED, PLEASE BRING YOUR OWN.
8. PROPER FITNESS ATTIRE IS REQUIRED. SHORTS, SHIRTS, AND SHOES MUST BE WORN AT ALL TIMES. NO BOOTS, HEELS, SANDALS, FLIP-FLOPS, OR BARE FEET!
9. ABSOLUTELY NO PETS PERMITTED IN FITNESS CENTER!
10. DO NOT EXERCISE WHILE IMPAIRED BY ALCOHOL OR DRUGS.
11. ANYONE FOUND DEFACING OR DAMAGING FITNESS EQUIPMENT IS SUBJECT TO DISCIPLINARY ACTION AND WILL BE HELD FINANCIALLY RESPONSIBLE.
12. NO FOOD OR DRINKS (EXCEPT WATER) IN THE FITNESS CENTER. NO GLASS ITEMS.
13. NO SMOKING.
14. TO ENSURE A COMFORTABLE ATMOSPHERE FOR EVERYONE, BE COURTEOUS & RESPECTFUL TO OTHERS. ALLOW OTHERS TO "WORK-IN" OR TAKE TURNS.
15. TO PREVENT LOSS, DAMAGE, OR PERSONAL INJURY, DO NOT WEAR JEWELRY DURING WORKOUTS.
16. DEFECTIVE OR BROKEN MACHINES IN NEED OF REPAIR SHOULD BE REPORTED TO MANAGEMENT IMMEDIATELY.
17. IF USING SHOWER, USE AT YOUR OWN RISK. BRING YOUR OWN TOWELS & SHAMPOO. WIPE EXCESS WATER OFF OF FLOOR BEFORE EXITING.
18. MANAGEMENT IS NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS IN GYM, BATHROOM, AND SHOWER/CHANGING ROOM.
19. DO NOT BRING VALUABLES INSIDE GYM.
20. PLEASE WIPE OFF ALL EQUIPMENT, MATS, AND CUBBIES AFTER USE!!!

CALL 911 FOR ANY AND ALL EMERGENCIES!