

PROMINENCE IN BUCKHEAD
FITNESS CENTER RULES AND REGULATIONS

By his or her execution hereof, in consideration of CP Prominence LLC (“Owner”) and Crocker Partners Property Management (“Manager”) making available to the undersigned the privilege of using the Equipment (as defined below), the undersigned:

1. Represents that he or she is in good physical condition and is able to use the exercise equipment and the related shower and changing room facilities (collectively the “Equipment”) provided in the southeast corner of the first floor of the building (“the Facility”) known as Prominence in Buckhead, 3475 Piedmont Road, NE, Atlanta, GA 30305 (“Premises”).
2. All members are strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any program of strenuous new activity. If a member has a history of heart disease, he should consult a physician before joining the Facility. The Facility reserves the right to deny membership or require a physician’s approval for any person deemed to be an exercise risk because of cardiovascular disease or any other health problem.
3. The undersigned agrees not to utilize any portion of the Equipment which the undersigned does not fully understand or if the undersigned is not in good physical condition and fully able to use such Equipment.
4. Understand and agrees that in using any of the Equipment in the Premises, there is a possibility of accidental or other physical injury and that any use of any of the Equipment and/or Premises shall be at the undersigned’s own risk. The undersigned hereby assumes that risk of any such injury and the risk of any damage to and/or loss of property related to the use of the Equipment and/or the Premises.
5. Agrees to follow all present and future rules and regulations (if any) of Owner or Manager relative to the Equipment, its use and/or Premises. The undersigned acknowledges and agrees that the right to use any of the equipment is a nonexclusive privilege, which privilege, as to the undersigned can be revoked at any time, by the Owner or Manager, without notice, for any reason or for no reason at all. The undersigned acknowledges and agrees that such privileges extended to the undersigned only as a result of courtesy on the part of Owner and is not provided as part of any leasehold (or other legal) right.
6. Agrees to use the Equipment only in the manner intended by the manufacturer, and shall not modify the Equipment in any manner whatsoever. If the undersigned does not fully understand how any Equipment is to be used, the undersigned shall not use such Equipment.
7. Damages: The cost to repair damage to the Facility’s property by undersigned shall be paid by the undersigned.
8. Appropriate attire is required for all participants using the Facility. Shirts and shoes are required in the public and recreational areas of the Facility. For health reasons bare feet are not permitted in the exercise rooms. Good athletic shoes are recommended.
9. Acknowledges and agrees that he or she will not under any circumstances provide his or her access (or other mechanism whereby access to the Premises is affected) to any other person whatsoever and will not bring guests into the Facility.
10. Agrees that this instrument and the privileges referenced herein are not to be construed in any way or creating any license, easement or other legal right, contractual or otherwise, to the benefit of the undersigned. OWNER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATIVE TO ALL OR ANY PART OF THE EQUIPMENT AND/OR PREMISES.
11. Acknowledges and agrees that the present hours of availability of the Facility and Equipment, are from 5:00 a.m. – 8:00 p.m., Monday – Friday and 7:00 a.m. – 2:00 p.m. Saturday. The management reserves the right to change the hours of operation based on the usage of the facility. Ample notification will be given to members.
12. Acknowledges and agrees that neither Owner nor its Manager shall be obligated to monitor the Equipment and the Facility in any way.

Signed in the presence of: _____

Date: _____

Signature: _____ Print Name: _____

Company: _____ Access Card No: _____ Work No: _____

PROMINENCE FITNESS CENTER

WAIVER OF LIABILITY

1. **Waiver of Claims:** By executing this Agreement, the undersigned (the "Prospective Member") acknowledges and agrees that its participation in the Prominence Fitness Center ("the Fitness Center") and its programs or activities, including any outside activities or events sponsored by the Fitness Center and any transportation provided by the Fitness Center, is voluntary and at the Prospective Member's own risk, and in consideration for the Prospective Member being permitted to use the Fitness Center facilities, the Prospective Member releases and discharges the Fitness Center, its Owners (including without limitation CP Prominence LLC.) and agents, the owner of any equipment available for use in the Fitness Center (which may be other than the owner of the Fitness Center) and their respective partners, members, principals. Officers, directors, agents, employees, employees, contractors, successors and assigns (collectively, "Released Parties") from, and agrees to hold any and all of the Released Parties harmless against, any claim, demand, liability, cause of action or suit of any kind or nature, whether resulting from the negligence of the Released Parties or otherwise (including without limitation, strict liability), arising out of, resulting from or incident to Prospective Member's use of occupancy of, or participating in, the Fitness Center, any of its equipment, facilities, programs, activities or events, or any transportation provided by the Fitness Center or any employees of the Fitness Center or its owner (collectively, "Released Liabilities"). Prospective Member waives any claim it may have against the Released Parties in connection with any of the Released Liabilities and agrees not to sue or make any claims of any nature whatsoever in any court, agency, or other form or proceeding against any Released Parties in connection with any of the Released Liabilities. The Prospective Member further agrees that neither the Fitness Center nor any other Released Parties shall be responsible or liable to Prospective Member for any activities damaged or lost or stolen in or about the Fitness Center, or in lockers, or for loss or damage to any property, including but not limited to, automobiles and the contents thereof.
2. **Informed Consent:** As a participation in any fitness program administered by or located in the Fitness Center, I recognize that a fitness program and the use of the exercise equipment and other facilities provided by the Fitness Center entails some risk of accidental injury. I further recognize that the action of my cardiovascular system to exercise activities cannot be predicted with the complete accuracy. I also understand that during or following periods of exercise, it is possible for any individual to develop abnormalities of blood pressure or heart rate, ineffective heart function, or in rare instances, heart attack or cardiac arrest.
3. **Free Use of the Fitness Center:** It is hereby acknowledged by Prospective Member that, although it may not initially be charged a fee for its use of the Fitness Center or any of its services or facilities, the Fitness Center or its owner may, at any time after the date hereof, require Prospective Member to pay a fee for the use of the Fitness Center or any of its services of facilities and may require Prospective Member to execute a membership application agreement regarding its membership in the Fitness Center and its use of the Fitness Center, its services and facilities.

SIGNED: _____

NAME (Print): _____

DATED: _____