

PROMINENCE TOWER

FITNESS CENTER RULES AND REGULATIONS

By his or her execution hereof, in consideration of REEP-IMPIC OFC Prominence Atlanta, LLC (“Owner”) and CPPM PROM LLC (“Agent”) 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 Tower, 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 5:00am – 8:00pm, Monday – Friday and 7:00am – 2:00p.m. Saturday. The management reserves the right to change the hours of operation based on the usage of the facility, or for maintenance and repairs that necessitate closure. 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.

Signature: _____

Date: _____

Print Name: _____

Company: _____

Access Card Number: _____

Cell: _____

Work: _____

PROMINENCE TOWER

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 Tower 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 CPPM Prom, 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.

Signature: _____ Date: _____

Print Name: _____ Company: _____

Access Card Number: _____ Cell: _____ Work: _____

CP Group

Addendum to Prominence Tower Fitness Center Rules and Regulations

(effective 6/7/2021)

These additional rules are in place going forward in an effort to keep all of us safe and healthy and create the best possible experience for you while using the club.

Reservations and Check-ins

- All Fitness Center members, including existing members, will be required to re-acknowledge the Fitness Center Rules & Regulations, Liability Waiver and COVID Addendum documents. Access to Fitness Center will only be granted once signed forms are received.
- Reservations will be required to utilize the Fitness Center, which will be on a first come, first served basis and can be scheduled through the property's Angus reservation system. Reservations will be no longer than two (2) hours.
- You must agree to utilize your building access card each time you utilize the Fitness Center.

Personal Protective Measures

- You agree to wear a face covering at all times, unless you are fully vaccinated.*
- You agree to utilize hand sanitizer upon entry and exit of the Fitness Center.
- You agree to bring your own water bottle.
- You agree to adhere to social distancing.
- You agree to sneeze into your elbow and cover your mouth when coughing.
- You agree not to use the Fitness Center if you exhibit any of the following symptoms: Fever, Cough, Shortness of Breath, Chills, Headache, Muscle Aches, Sore throat, Loss of taste or smell.

** The CDC defines "fully vaccinated" as two weeks after the second dose of a two-dose regimen, like Pfizer or Moderna, and two weeks after a single dose of the Johnson & Johnson vaccine.*

Cleanliness and Sanitation

- You agree to wipe down each machine and each piece of equipment you utilize before and after use with the cleaning products provided by the Fitness Center.
- The Fitness Center will be closed between 10:00am-11:00am and 2:00pm-3:00pm to allow for cleaning and disinfecting. Management reserves the right to revise cleaning schedules based on Fitness Center utilization.

Reporting

- You agree to notify the Property Management office if you have been exposed or tested positive for COVID-19 within 14 days of you utilizing the Fitness Center.

I understand that failure to follow the above rules may result in one or all of the following:

- 1) Verbal Warning from Team,
- 2) Suspension of Fitness Center Membership
- 3) Termination of Fitness Center Membership

COVID-19 Membership Waiver Addendum effective 6/7/2021

- 1) You hereby assume full responsibility for all risk of injury, illness or loss which may result from your participation in the activities offered at the Fitness Center.
- 2) You understand and agree that COVID-19 is a communicable disease about which the medical field is still learning. You also understand and agree that COVID-19 is a disease that may be contagious before the carrier is symptomatic.

The property management team follows all CDC guidelines in its efforts to properly clean, sanitize and otherwise protect its members from the spread of the disease. However, the team must rely on individuals to assist in these efforts. To that end, you hereby agree to follow all member rules and requirements while in the fitness center facilities.

Signature

Print Name

Date