



875 North Michigan Avenue
 Fitness Center
 Release and Assumption of Risk

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|---|---------------|
| First Name: | Last Name: |
| Home Address: | Home Phone: |
| City: State: Zip: | Work Phone: |
| Company Name: | Suite Number: |
| Email: | Gender: |

I, _____(print full name), for myself and my heirs, administrators, executors, successors and assigns, hereby agree to fully release and forever discharge JHTC HOLDINGS LLC ("JHTC"). JHTC and its managing agent and their respective partners, affiliates, managers, principals, officers, directors, agents, employees, contractors, successors and assigns (hereinafter collectively "Releasees") from, and agree to hold any and all of the Releasees harmless against, any and all claims, demands, actions, and causes of action arising out of or related in any way to my use of the equipment, showers, lockers, or other amenities, facilities, programs, activities or events (collectively, the "Released Liabilities") available at the Fitness Center, located on the 13th floor of 875 North Michigan Avenue, Chicago, Illinois ("Facilities"). I understand and acknowledge that, by signing my name below, I am releasing JHTC and the other Releasees from all tort and civil liability to the fullest extent permitted by law for the Released Liabilities. I waive any claim I may have against the Releasees 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 forum or proceeding against any Releasees in connection with any of the Released Liabilities. To fullest extent permitted by law, I release JHTC and the other Releasees from all liability for any claims that are based on negligence or other action or inaction. I agree that neither the JHTC nor any other Releasees shall be responsible or liable to me for any articles damaged, lost or stolen in or about the Facilities, or in any lockers.

I understand that the facilities are available for the exclusive use of tenants of 875 North Michigan Avenue and its affiliates, and I agree to abide by JHTC's policies regarding use of the facilities. I recognize the potential dangers inherent in using the facilities, and that strength training, physical conditioning, and aerobic exercise, including but not limited to the use of fitness equipment, is a potentially hazardous activity which involves a risk of injury and death. I expressly assume and accept any and all risk of injury or death with full knowledge of the risks inherent in such activity.

I agree that if any portion of this Release and Assumption of Risk is deemed by a court of competent jurisdiction to be invalid, then the remaining portions shall remain in full force and effect and the offending portion or portions shall be severed.

I agree that my access to the facilities is a privilege, not a right, and may be withdrawn if I misuse the facilities, bother other people, or for any reason or without reason or cause, in the sole discretion of JHTC or its agents or employees. I understand that I may not bring my children or any other visitors or guests with me to the facilities. I acknowledge that, although I may not initially be charged a fee for use of the facilities or any of its services or facilities, JHTC may, at any time after the date hereof, require users to pay a fee for the use of the facilities or any of its services or facilities and may require users to execute a membership application agreement regarding use of the Facilities.

This Release is given in consideration of the permission granted to me by JHTC to enter and use the facilities.

 Signature

 Date

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- **Hours:** Weekdays – 5:30 a.m. to 8:00 p.m. • Saturday- 5:30 a.m. to 4:00 p.m. • Closed Sunday
- **Location:** The fitness center is located on the 13th floor, Suite 1345.
- **Eligibility:** The fitness center is available for use to 875 North Michigan Avenue office tenants, Floors 13-41.
- **Access:** All eligible office tenants seeking access will need to sign an "Assumption of Risk" release form before access is granted; these forms are available in the office of the building, Suite 4100. Upon submitting a fully executed "Assumption of Risk" release form to building management, access will be granted via your building ID. To enter the fitness center, wave your building ID over the proximity reader installed at the entrance of the fitness center to unlock the door. Users must key into the center every time they enter.
- **User:** A user is hereafter defined as an 875 North Michigan Avenue office tenant that has a fully executed "Assumption of Risk" form on file with building management.
- **Guests:** A Guest is defined as any individual, 875 North Michigan Avenue tenant or otherwise, who does not have a fully executed "Assumption of Risk" form on file with building management.
- **Unauthorized Access:** Guests are not permitted in the fitness center at any time. Any User discovered facilitating access to Guests will have fitness center privileges revoked.
- **Towels:** Complimentary towels are provided for your use. Please place used towels in collection receptacles when finished. Towels are not to be removed from fitness center. Removal of towels from fitness center will result in revocation of fitness center privileges.
- **Use of Cardio Machines:** Please limit your time on the cardio machines to 20 minutes during peak usage.
- **Use of Weight Machines or Free Weights:** Please do not let the strength equipment or free weights drop uncontrolled.
- **Noise:** Please refrain from playing loud music, dropping weights, or causing any other audible disturbances to the surrounding tenants' offices.
- **Dress Code:** Proper athletic attire is required. No street clothes or dress shoes are permitted in the fitness area.
- **Valuables and Personal Property:** Users are urged to avoid bringing valuables into the fitness center. Building management will not be liable for the loss or theft of, or damage to, the personal property of any User, including items left in a locker overnight.
- **Lockers:** Lockers are provided for the sole benefit and convenience of the Users during use of the Fitness Center. Users must provide their own lock for lockers. Remove all personal articles from lockers when finished using the facilities. Management will remove any articles left in a locker while the user is not in the fitness center or overnight. This may include the cutting of an individual's lock. Management will not reimburse the User for the cost of the lock and may impose a removal fee.

875 North Michigan Avenue Fitness Center Rules and Regulations are subject to change at any time by Building Management.