

# 621-633 17<sup>th</sup> Street Fitness Center

## Membership Agreement

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

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Employer: \_\_\_\_\_ Building #: \_\_\_\_\_ Suite #: \_\_\_\_\_

Employer Contact: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_

621 17<sup>th</sup> Street Operating Company, LLC, a Delaware limited liability company, 633 17<sup>th</sup> Street Operating Company, LLC, a Delaware limited liability company a Delaware limited liability company ("Owners"), respectively own the buildings commonly known as 621 17th Street, 633 17th Street, and have established an indoor exercise area and locker room located on the basement level of the 621 17<sup>th</sup> Street Building (the "Fitness Center").

The Fitness Center is intended for the exclusive use of persons who are tenants or are employed by tenants of the Buildings, 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"), confirms to be a tenant or the employee of a tenant, hereby agrees as follows in consideration of a non-exclusive right to use the Fitness Center:

1. Neither Owner's, their affiliated asset manager Equity Office 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 Manager for such use, which are subject to modification at 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 Member's own risk. The Fitness Center may be recorded by a closed circuit system and may be monitored from time to time, however such monitoring does not ensure monitoring at any time during the day, nor does it imply security of any kind.**
4. Member shall abide by the Rules and 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 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 office of all tenants of the Buildings. 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 or personal trainers at the Fitness Center without prior written consent of the Manager/Owners.
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. 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 regimen could be dangerous and should be avoided.
7. Member's rights to use the Fitness Center are subject to cancellation, with or without cause, at any time by Member, Manager or Owners, and shall in any event terminate immediately should Member cease to be a tenant of (or employed by a tenant of) the Buildings. **No fees will be prorated or refunded.**
8. Member's failure to abide by this Agreement and all the Rules and Regulations shall result in the immediate termination of Member's license to use the Fitness Center.

-- This agreement continues on the reverse side --

**621-633 17<sup>th</sup> STREET FITNESS CENTER 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 OWNERS, MANAGER AND OPERATOR, THEIR SUBSIDIARIES AND AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS 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, MANAGER, OPERATOR 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 \_\_\_\_\_

**PLEASE PRINT THIS DOCUMENT AND BRING IT, EMAIL IT OR FAX IT TO:**

EQ Office  
633 17<sup>th</sup> Street, Suite 100  
[Kate.Saiza@621-633.com](mailto:Kate.Saiza@621-633.com)  
fax: (720) 550-5770

**FOR OFFICE USE ONLY:**

Payment Amt: \_\_\_\_\_ Date of Payment: \_\_\_\_\_ Payment by: \_\_\_\_\_

check #: \_\_\_\_\_

This agreement expires: \_\_\_\_\_

Member Card #: \_\_\_\_\_ Employment Verification Completed: \_\_\_\_\_

email entered       data entry       A/R updated       membership report

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

1. This facility is intended for the exclusive use of 621-633 17<sup>th</sup> Street 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 Membership Agreement.
2. Our Fitness Center is open:

Monday through Friday:	5:00 am to 8:00 pm
Saturday:	8:00 am to 12:00 pm
Sunday:	Closed
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 FitnessCenter.
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. Due to a limited number of lockers and sanitary considerations, **LOCKERS ARE FOR DAY USE ONLY. ALL ITEMS MUST BE REMOVED FROM LOCKERS EACH DAY.** Any items left for an extended time may be removed by Management 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 exercise classes.
8. 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.
9. Appropriate clothing, including shirts and gym shoes, must be worn when using the FitnessCenter.
10. Any maintenance items, security concerns, or any problems of a management nature should be reported immediately to the management office.
11. Members are prohibited from inviting or allowing into the Fitness Center any minors or any other persons (related or unrelated) who are not themselves current members.

621-633 17<sup>th</sup> Street Fitness Center is owned and managed by  
**EQ Office**  
633 17th Street, Suite 100  
Denver, Colorado 80202  
(720) 550-5770