

**695 EAST MAIN STREET
MAIN & ELM FITNESS CLUB
USE AND WAIVER OF
LIABILITY AGREEMENT**

The undersigned desires to make sure of the fitness center (the “Fitness Center”) located at 695 East Main Street, Stamford, CT. In connection with my use of the Fitness Center. I understand, agree and acknowledge certain matters as follows:

1. I understand that the owners of 695 East Main, including 200 Elm Partners BH LLC and their successors and/or assigns (collectively called “Owner”), and AM Property Holding II Corp. (“Managing Agent”) are making the Fitness Center available to employees of Tenants of the 695 East Main Complex; the Fitness center shall be used only by such employees who have signed this Agreement. **NO GUESTS, FAMILY MEMBERS OR CHILDREN ARE PERMITTED.**
2. **I UNDERSTAND AND AGREE THAT MY USE OF THE FITNESS CENTER, AND THE FACILITIES AND EQUIPMENT LOCATED THEREIN, IS AT MY OWN RISK, AND THAT I ASSUME THE RISK OF EXERCISE AND THE USE OF THE FACILITIES AND EQUIPMENT.**
3. I understand and agree that I am solely responsible for monitoring my own medical condition throughout my use of the Fitness Center, and should any unusual symptoms occur, I will immediately cease my participation.
4. **I UNDERSTAND AND AGREE THAT THE OWNER AND MANAGING AGENT WILL NOT PROVIDE ANY INSTRUCTION, SUPERVISION OR DIRECTION REGARDING THE USE OF THE EQUIPMENT AND THAT I WILL NOT USE ANY PIECE OF EQUIPMENT WITH WHICH I AM NOT THOROUGHLY FAMILIAR AND WHICH I DO NOT KNOW HOW TO PROPERLY USE OR OPERATE.**
5. I understand that the Owner and Managing Agent, together with their successors and assigns, may make available, upon request, written materials supplied by the manufacturer of such equipment, but that the Owner and Managing Agent are not required to maintain or provide such written materials. I agree that the Owner and Managing Agent will not be held liable or responsible in any way for the lack of such written materials or the contents of any omissions from such written materials.
6. I acknowledge that the Owner and Managing Agent have advised me to obtain a medical examination prior to utilizing any of the equipment in the Fitness Center.
7. The Owner shall have the right, from time to time, without notice, to promulgate and establish Rules and Regulations relative to the use and enjoyment of the Fitness Center and I agree to comply with such Rules and Regulations. Current Rules and Regulations are attached to this package.
8. The Owner has the right at any time to discontinue the availability of the Fitness Center either temporarily or permanently including, but not limited to weekends and holidays. Upon termination of my employment with my employer or the termination of my employer’s lease, I will no longer be afforded access to the Fitness Center and my access card will be deactivated.

9. The Owner and Managing Agent reserve the right to deny access to the Fitness Center to anyone who fails to comply with the terms of this Agreement and/or the Rules and Regulations.
10. **Lockers are for your use during work out times only. You must take your lock and personal belongings with you after each work out session. Personal locks may be used on lockers but must be removed at the end of each visit. Management has the right to remove any lock left overnight and will not be responsible for locks or contents of locker.**
11. The Owner and Managing Agent are not responsible for personal items lost or stolen.
12. I must use my non-transferable access card for each visit to the Fitness Center.
13. Management shall charge a fee of \$35.00 for the replacement of an access card, if replaced.
14. **I AGREE THAT THE OWNER AND THE MANAGING AGENT, THEIR EMPLOYEES, OFFICERS, DIRECTORS AND MEMBERS SHALL NOT BE HELD LIABLE OR RESPONSIBLE IN ANY WAY SHOULD I BE INJURED WHILE USING THE FITNESS CENTER OR ANY FACILITIES, EQUIPMENT AND MATERIALS LOCATED THERIN, REGARDLESS OR WHETHER SUCH INJURIES ARE CAUSED BY OR RESULTED FROM ANY NEGLIGENCE ON THE PART OF THE OWNER AND/OR THE MANAGING AGENT. ALSO, I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER AND THE MANAGING AGENT, THEIR EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS AND MEMBERS FROM ANY AND ALL LAWSUITS, CLAIMS, DAMAGES, DEMANDS, INCLUDING COSTS AND ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM MY USE OF THE FITNESS CENTER. THIS RELEASE AND INDEMINIFICATION ARE BINDING UPON MY SUCCESSORS, ADMINISTRATORS, AND ASSIGNS.**
15. I understand that the Owner and Managing Agent are relying upon the terms of this Agreement and the Rules and Regulations as consideration for providing me the use of and access to the Fitness Center. I have read this Agreement in its entirety and I understand its terms and conditions in permitting me to use the Fitness Center, and the facilities, equipment and written materials located therein, and that this Agreement shall remain in effect until such time as I notify the Owner or Managing Agent, in writing, that it has been revoked or as Owner has exercised its right under Paragraphs 7 or 8 above, at which time I will no longer be permitted to utilize the Fitness Center Facilities.

Signatures

NAME OF EMPLOYER: _____

Printed Name of Employee

Printed Name of Witness

Signature of Employee

Signature of Witness

Date: _____

Date: _____

MAIN & ELM FITNESS CLUB

REGISTRATION FORM

Name: _____

Work Email : _____

Work /Home Mailing Address: _____

Company: _____

Telephone: (Work)_____ (Cell)_____

In Case of Emergency Contact:

Name: _____

Relationship: _____

Telephone: _____

Name: _____

Relationship: _____

Telephone: _____

Office Use	Access Card Number
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**695EAST
MAIN**

MAIN & ELM FITNESS CLUB

REGISTRATION FORM

1. The 695 East Main Fitness Center is a self-serve Fitness center available to employees of all tenants.
2. Fitness Center hours are Monday thru Friday, 5:00 AM to 10:00 PM.
3. Only Fitness Center Members may use the facility and visitors, contractors, outside trainers, or family members are not permitted use of the Fitness Center locker rooms or fitness equipment.
4. Members who participate in the Fitness Center do so at their own risk. Ownership and/or Management are not responsible for any injury that may occur to individuals participating in any exercise activity.
5. Proper exercise attire must be worn at all times. Sandals, open toes or open backed shoes are not permitted on the exercise machines.
6. Locker rooms are for daily use ONLY – no overnight storage is permitted. Towels or other items may not be left in the locker room overnight.
7. Food is not permitted in the Fitness Center. Water or sports drinks are permitted provided they are in a sealable closed container.
8. Personal music players are permitted only with headphones.
9. Smoking and Tobacco products are not permitted in the Fitness Center, including in the locker rooms.
10. Neither the Fitness Center, nor the Owner or Managing Agent, is responsible for any lost or stolen items.
11. All Members are required to pick up after themselves and discard trash and remove personal articles when leaving.
12. All Members are required to wipe down cardio and weight room equipment after use.
13. For safety reasons, personal items, bags and other items are to be stored in lockers and not on the Fitness Center floor.
14. Refrain using loud, profane, or abusive language, including grunting, groaning, yelling, and banging weights.
15. Cell Phone use (Pictures or talking) is not permitted on the Fitness Center floor or in the locker rooms.
16. Be patient while waiting on equipment and be mindful of others if they are waiting on you.
17. Return all weights and accessories to their rightful places.