



18110 SE 34TH STREET, VANCOUVER, WA 98683
FITNESS STUDIO RULES AND REGULATIONS

1. The Fitness Studio is for use by Members only who have signed a Waiver and Release. Absolutely no guests are allowed to use the Fitness Studio without the express written permission of management.
2. Members must be full time employees or approved guests of a Tenant who leases space at The VIC.
3. No one under 18 years of age allowed at any time or for any reason.
4. The Fitness Studio will open for use between the hours of 4:00 AM to 10:00 PM Monday through Friday. Management reserves the right to change the hours of operation without notice.
5. To ensure a comfortable environment for everyone, please be considerate and courteous to others.
6. No additional equipment other than the equipment provided by management is allowed to be used in the Fitness Studio unless approved in writing by management.
7. Members are advised that there may be security cameras located in the Fitness Studio for use by management.
8. Do not drop weights.
9. Members are responsible for returning all equipment and weights to the designated space.
10. During peak hours, or while others are waiting, please limit your workout on the cardio equipment to 30 minutes.
11. Do not lean anything against mirrors.
12. Please wipe down equipment after use and before use by another.
13. Proper gym attire and closed-toe athletic shoes required.
14. Mobile phone and camera use are not permitted.
15. Headphones are required for use with all cardio equipment audio features.
16. The playing of music is not permitted unless done so with headphones.
17. No food, alcohol, glass containers, smoking or horseplay is permitted in the Fitness Studio.
18. No pets allowed.
19. Please pick up after yourself and dispose of all waste accordingly.
20. Management may choose to repair any damages to the Fitness Studio caused by a Member. All costs must be paid by the Member on demand. Failure to pay for such damages may result in the loss of Fitness Studio Privileges for Member's employer.
21. Management is not responsible for lost or stolen personal property brought to the Fitness Studio including, but not limited to, money, jewelry, and/or gym equipment and accessories. Any item left or unattended in the Fitness Studio is subject to immediate removal and disposal without any liability to management.
22. Members may not keep or place a lock on a locker outside of their work-out session.
23. Members must adhere to manufacturer's warnings and instructions on all equipment.
24. Please familiarize yourself with equipment prior to use. Members acknowledge that the Fitness Studio shall not be attended and members are solely responsible for using the facility in a responsible and appropriate manner.
25. Management cannot always guaranty proper working condition of all equipment. Please use caution with all equipment and report all equipment malfunctions or personal injuries immediately to management.
26. Anyone using the Fitness Studio will do so at his or her own risk.

27. Management is not responsible for any injury that may occur to individuals using the Fitness Studio.
28. Management reserves the right to revoke or refuse access to anyone who violates any rule or regulation, or engages in any verbal and/or physical abuse of others or staff. Revocation can occur without notice.
29. Please consult your physician prior to engaging in any exercise activity. Each member acknowledges that the fitness studio has made no claims as to medical results which can or may be obtained through use of the facilities. The fitness studio has neither suggested nor will suggest any medical treatment to members. Only licensed professionals are qualified to give such advice. Members are instructed not to act on the advice given by any unlicensed employee until such advice has been verified with a licensed professional or their physician. Each member represents that there is no medical or physical condition which would prevent them from using all or any of the fitness center facility, and each member further represents that he or she has not been instructed by any physician not to do so.
30. Management reserves the right to amend these rules and regulations without prior notice. Notice of any amendment to these rules and regulations will be provided to the members, and acceptance by the member is assumed by their continued use of the Fitness Studio. If a member does not accept the amendment to these rules and regulations, membership to the Fitness Studio shall be revoked.
31. If you have any questions about any of these policies, please contact management.

PRINT NAME: _____

SIGNATURE: _____

CELL: _____

DATE: _____

EMPLOYER: _____

BADGE/FOB #: _____

FOB CODE. FOR OFFICE USE

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WAIVER & RELEASE FORM

Because physical exercise can be strenuous and can subject the participant to risk of serious bodily injury or other harm, the management of the **Fitness Studio** (the “**Premises**”) located at **18110 SE 34th Street, Vancouver, WA 98683** (the “**Property**”) urges you to obtain a physical examination and secure clearance from your doctor prior to using any exercise equipment or participating in any exercise activity on the Premises.

I declare that I intend to use some or all of the fitness facilities offered at the Premises and have read and understand the “Fitness Studio Rules and Regulations” for the Premises a copy of which is attached hereto. I agree that I understand that each person (including myself) has a different capacity for participating in exercise activities, and that such capacity depends upon (a) the physical or other condition of the user, (b) his or her level of training, experience, medical history and fitness, (c) his or her familiarity with the nature, condition, use and operation of the equipment, and (d) his or her level of precaution taken with respect to such activities.

I agree that if I engage in any physical exercise or activity, or use the fitness equipment on the Premises, I do so **entirely at my own risk**. I agree that I am voluntarily participating in such physical exercise or activity, and that I **assume all risks** of injury, illness, or death in connection with my use of the equipment, amenities and the Premises. Management of the Premises is also not responsible for any loss of my personal property.

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of the condition of the equipment of gym premises to the fullest extent permitted by law, as a result of; (a) use of all amenities and equipment on the Premises; (b) the sudden and unforeseen malfunctioning of any equipment; and/or (c) Slipping and/or falling while on the Premises.

I hereby acknowledge that I have carefully read this “Waiver and Release Form” and fully understand that it is a **release of liability**. I expressly agree on behalf no myself, my successors and my heirs to release and discharge and The VIC Building Owner LLC, New Blueprint Partners, LLC, Rabina Properties LLC, The Vic, LLC, Quest VIC LLC, Jordan Management Corp., Jordan 2018 LLC, NBP VIC LLC and their respective related, affiliated and parent persons and entities including, without limitation, their directors, members, employees, agents, successors and assigns, attorneys, heirs, executors, administrators, managers, officers, stockholders, partners (both general and limited), sureties, successors, and assigns of the foregoing and H.I.G. Realty Financing I, LLC, its successors and assigns as Mortgagee and Lender’s Loss Payee and any other present or future mortgagee which encumbers an interest in the land or improvements located at the Property, together with their respective directors, officers, employees or agents, and any successors and assigns of such entities (collectively, “Releasees”) from and against any and all claims or causes of action arising out of my use of the gym facilities and the equipment contained therein . I hereby agree that I have voluntarily give up or waive any right that I may otherwise have to bring a legal action against Releasees for negligence, personal injury or property damage.

Should any part of this agreement be found by a court of law to be against public policy or in violation of any statute or other legal authority, then the remainder of this Waiver and Release Form will remain in full force and effect.

Any action brought in regard to this Waiver and Release shall be brought in the Superior Court for Clark County, State of Washington. The prevailing party in action brought in regard hereto shall be entitled to costs and reasonable attorney’s fees.

Print Name: _____

Signature: _____

Date: _____