

# FITNESS CENTER ACCESS REQUEST

## *the* SUMMIT

### **FITNESS CENTER**

#### **Waiver and Release of Claims**

I, do hereby request permission to use the Fitness Center, located on level 1 of Summit I, 355 110<sup>th</sup> Avenue NE, Bellevue, WA together with any and all equipment, and other facilities located therein (the "Fitness Center"). I understand and acknowledge that the Fitness Center facilities are not public facilities, but are for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by KRE Summit 1, 2, Owner LLC C/O Urban Renaissance Group ("Landlord") or its authorized representative to use the facilities, and who read and sign this **WAIVER AND RELEASE**. I understand that the Fitness Center shall be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representative who may be present at any time in the Fitness Center are not trained or authorized to provide health, fitness, medical assistance or advice. I understand and acknowledge that there are risks inherent with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Center, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Center without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge that any safety equipment needed and/or required by law is to be provided by me. I hereby assume all risks of using the Fitness Center and the equipment therein. I further acknowledge and agree that, in consideration for being permitted to use the Fitness Center, I shall be entirely responsible for, and I hereby waive and release any and all CLAIMS I have or may have in the future against Landlord, and its successors, assigns, affiliates, directors, officers, employees, partners, members, owners, managers, tenants, or contractors (collectively, "Landlord Parties") for any and all losses, costs, expenses, including reasonable attorney's fees, damages, or liabilities whatsoever of any nature, including property damage, loss or theft, bodily injury or death, arising out of (i) my use of the Fitness Center, (ii) the negligence or other acts of the Landlord Parties, whether directly connected to my use of the Fitness Center or not, and however caused, or (iii) the condition of the Fitness Center. Further, I agree to indemnify, hold harmless, and promise not to sue, the Landlord parties from and against all claims, causes of action, judgments, liabilities, costs or expenses, including ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY use of the Fitness Center, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A landlord party. I also agree that my use of the Fitness Center shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord at the Fitness Center. I agree that my failure to use the Fitness Center in accordance with the Rules and Regulations or as directed by such agents or representatives at the Fitness Center may result in the permanent loss of my privileges to use the Fitness Center. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract, and I sign it of my own free will.

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## Rules and Regulations

1. Use of the Fitness Center is limited to tenants of The Summit only. No guests are allowed.
2. You may not use the Fitness Center unless you have read, understood and signed the Waiver and Release of Claims available at the Property Management Office. Access to the Fitness Center shall be by access card only. Anyone using the facility without proper release forms or abusing the use of their card will have their rights to the Fitness Center terminated immediately.
3. The hours of the Fitness Center are **Monday through Friday, 5:00 a.m. – 10:00 p.m. and Saturday, 8:00 a.m. – 5:00 p.m. (CLOSED SUNDAYS)**.
4. Do not bring food or drinks into the Fitness Center (other than plastic water bottles).
5. Wear shirts, appropriate shorts or sweatpants and athletic shoes when using the Fitness Center.
6. Please do not enter the Fitness Center with oil or grease on your shoes.
7. Towel service is provided in each locker room. Please leave used towels in the bins provided when you are finished with them. Please do not remove linens from the fitness center.
8. Observe the 30-minute maximum on bikes, treadmills, and elliptical machines when others are waiting.
9. Return all weights to the racks after use.
10. **IMPORTANT:** Do not use equipment unless you fully understand written instructions on proper use. Please be courteous and wipe down the equipment after use with the antibacterial spray and wipes provided.
11. To protect your belongings, use a lock to secure them in a locker while you are using the Fitness Center. Locks left overnight may be removed by the building management. Neither Landlord nor building management will be responsible for any personal property left within the Fitness Center, including any items stored in lockers.
12. Report any injuries or problems immediately to building management.
13. Offensive behavior of any kind will NOT be tolerated in the Fitness Center. You may be removed from the Fitness Center for any such behavior and multiple instances of offensive behavior may result in the permanent loss of use of the Fitness Center. Any behavior you feel is inappropriate should be reported to building management immediately.
14. Adhere to all posted rules and warnings.

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The Fitness Center is for the enjoyment of all Summit tenants and their employees. Please assist us in maintaining these facilities' cleanliness by disposing of all waste in the receptacles provided. Please report any problems immediately to the building management.

Company: \*

Work Email: \*

Access Card (?) \*

Yes:

No:

Card Number: \*



This is an example of where the number would be located on the access card.

Signature: \*

Printed Name

Date: \*

When completed please submit to [summitsecurity@urbanrengroup.com](mailto:summitsecurity@urbanrengroup.com)  
and CC [summitadmin@urbanrengroup.com](mailto:summitadmin@urbanrengroup.com) Thank you!