

## **FITNESS FACILITY WAIVER, RELEASE AND INDEMNITY**

### **FIFTH THIRD CENTER**

In consideration of a grant of, and to induce **Hertz Cleveland 600 Superior, LLC**, ("**Landlord**") to grant access to Landlord's fitness facility (the "**Fitness Facility**") located within the building (the "**Building**") known as Fifth Third Center, which is located at 600 Superior Ave East, Cleveland, Ohio on behalf of myself, my heirs, administrators, and executors, hereby waive, release, defend and hold harmless Landlord and their successors and assigns and any and all trustees, members, principals, beneficiaries, partners, officers, directors and employees of either, and agents acting by or on behalf of Landlord (all of whom are collectively hereinafter referred to as "**Indemnified Parties**"), from any and all past, present and future claims, charges, liabilities, obligations, penalties, causes of action, liens, damages, costs and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (to the extent permitted by laws) (collectively, "**Claims**") that I may now have or which may accrue in the future in any way or manner relating to or arising from my use or access of the Fitness Facility or my use of any of the equipment contained in the Fitness Facility.

I hereby represent to Landlord that I am familiar with the equipment available at the Fitness Facility, and that I have sufficient skill, knowledge and training to use the equipment in a safe manner. I agree that I will not use the equipment at the Fitness Facility with which I am unfamiliar, or of which I am unsure that I have sufficient knowledge to use safely, and that if I require supervision in the use of the Fitness Facility, I will make my own arrangements for such supervision. I acknowledge and agree that: (i) the Fitness Facility may be unmanned and unsupervised and (ii) any and all employees of Landlord or any successor or assignee of the foregoing, who may be present at any time in the Fitness Facility are not trained or authorized to provide, health, fitness or medical assistance or advice. I hereby acknowledge that I am assuming all risk of bodily injury, death and property damage that I may sustain in connection with access to or use of the Fitness Facility or any equipment contained in the Fitness Facility.

I understand that by signing this Fitness Facility Waiver, Release & Indemnity, that I am waiving, among other Claims, any present or future Claims I might have against the Indemnified Parties for injuries to my property or to me (including death) arising from the level, type or frequency of maintenance (if any) of the Fitness Facility (including any fixtures and systems appurtenant thereto) and equipment, level of supervision (if any) of the Fitness Facility, defects in the Fitness Facility or the equipment, and screening, control and supervision of tenants and others to be granted access to and use of the Fitness Facility.

I understand that it is my responsibility to use the Fitness Facility only in accordance with the rules and regulations governing the use of the Fitness Facility (if any), as may be posted at the Fitness Facility and/or provided to me by Landlord, from time to time. I acknowledge and agree that, at any time, Landlord may close the Fitness Facility and/or revoke my use of the Fitness Facility for any reason or no reason whatsoever without payment of any consideration. I acknowledge and agree that I shall not permit or invite or allow any person or guest to enter into or use the Fitness Facility.

I understand that my use of the Fitness Facility is entirely at my own risk, and I assume all risks if I choose to use it. My signature below signifies that I have read, understood and accepted the terms of this Fitness Facility Waiver, Release & Indemnity and that no representations, promises or statements have been made by the Indemnified Parties or influenced me in causing me to sign this agreement.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

CARD NO: \_\_\_\_\_

COMPANY: \_\_\_\_\_

## **FIFTH THIRD CENTER**

### **FITNESS FACILITY RULES AND REGULATIONS**

The Fitness Facility is for the exclusive use of **Fifth Third Center Tenants and their Employees only**. Access to the Fitness Facility is limited to those individuals who have a **Fifth Third Center ID badge**. Only individuals who are tenants of **Fifth Third Center** and who have signed a Fitness Facility disclaimer form will be given access to the Fitness Facility via the ID Badge.

**The hours are 6:30 AM – 8:30 PM Monday thru Friday and 8:00 AM – 3:00 PM on Saturday. It is closed on Sundays & Holidays.**

Rules:

1. To be safe and effective, an exercise program must be tailored to your needs and capabilities. Be sure to consult your physician before starting any exercise program.
2. Do not use the equipment without first carefully studying the instructional materials and/or obtaining proper instruction.
3. Please keep the exercise room neat and orderly.
4. Please be courteous and wipe down the equipment hand grips and seats after use.
5. To prevent damage, carefully lower weight stacks on the machines so that they do not slam together.
6. Lockers may be used only when you are in the exercise room or jogging outside. Building Management is not responsible for any lost, stolen or damaged personal possessions. Nightly, locks left on lockers after the Facility closes **will be removed** and contents will be taken to the Management Office.
7. All individuals using this facility **must sign** the **Fifth Third Center** Fitness Facility Waiver, Release & Indemnity Form. If this form is not signed, access will not be given to your ID Badge.
8. **Proper fitness attire is required and to be worn at all times.**