

THE WANAMAKER OFFICE BUILDING FITNESS CENTER USER AGREEMENT

DATE _____

NAME (PLEASE PRINT) _____

EMPLOYER _____ EMAIL _____

FLOOR/SUITE # _____ CELL PHONE _____

WAIVER OF CLAIMS

I understand that recreational and athletic participation may be dangerous, and that I risk injury to myself and others in connection with my use of the fitness center and its equipment. As additional consideration for my right to use the fitness center and its equipment (including but not limited to the use of weights, cardiovascular equipment, exercise programs and apparatus designed for exercising) I assume all risks in connection therewith. I understand that the selection of exercise programs, methods, and types of equipment used by me shall be at my sole election, and that **PHILADELPHIA CENTER REALTY ASSOCIATES, L.P., (Owner), Receivership Estate over the Specific Assets of Philadelphia Center Realty Associates, L.P., et al., Trigild IVL, Inc. and LPC Commercial Services LLC, Property Manager** will have no independent knowledge if and when any equipment within the fitness center shall be damaged, defective or in disrepair, and I hereby assume all risk with respect to such programs, methods, equipment and the condition thereof. User understands and agrees that neither Manager nor Owner is in the business of operating and/or supervising exercise and fitness facilities. The Fitness Center is made available as a Building amenity for User’s use at User’s sole risk. Manager and Owner are not responsible for providing or making arrangements for the availability of medical attention or treatment.

The Fitness Center, Owner and Manager shall not be liable to me for any claims, demands, injuries, damages or actions caused by any injury I sustain or damage to my property arising out of or in connection with my use of the services, facilities and equipment of the Fitness Center or the premises where the same is located, I hereby agree to hold the Fitness Center, the Owner and Manager of the building and their employees harmless from all claims which may be brought against any of them by me or on my behalf for any injuries, claims or damages. **USE OF THE FITNESS CENTER SHALL BE AT USER’S SOLE RISK, AND USER IS SOLELY AND COMPLETELY RESPONSIBLE FOR HIS OR HER OWN SAFETY WHILE USING THE FITNESS CENTER.**

User warrants, represents and agrees that he or she is in good physical condition and has no physical or mental disability, medical condition, impairment or ailment preventing User from engaging in any active or passive Activity or that will be detrimental to User’s health, safety, comfort or physical condition if User does so engage or participate in any Activity at the Fitness Center. User shall consult a physician with respect to his or her intended exercise program before engaging in any Activity and/or using any equipment located in the Fitness Center. User acknowledges that Manager and Owner have not provided medical advice relating to User’s physical condition and/or ability to use the Fitness Center. User agrees that he or she will not use the Fitness Center with any open cuts, abrasions, infections or the like, and that User shall comply with local public health requirements. Manager and/or Owner may, in its sole and absolute discretion, deny access to the Fitness Center to User and/or any other individual.

I understand that personal items shall not be stored in any area of the Fitness Center beyond my exercise session and that locks and items remaining on or in the lockers at Fitness Center closing will be removed by the manager. I acknowledge that the fitness center shall not be responsible or liable to me for any property damaged, lost or stolen from any lockers, or elsewhere in and about the fitness center. I understand that guests are not permitted in the Fitness Center and agree not to permit access to any others, otherwise my access privileges will be revoked.

Use of the Fitness Center by User shall be permitted only upon receipt by Owner’s Property Manager for the Building (“Manager”) of this Agreement signed by User along with a signed Waiver & Release of Liability Relating to Coronavirus/COVID 19 form and shall expire automatically, without notice or documentation to User, on the earliest to occur of the following: (1) the date User is no longer employed by Employer, (2) the date the Building is no longer the primary office location of User, or (3) the date Employer no longer leases and/or occupies space in the Building. In addition, either Manager or Owner may, without prior written notice, suspend or revoke User’s privileges to use the Fitness Center at any time if User fails to comply with the terms of this Agreement, the Fitness Center Rules and Regulations (the “Rules and Regulations”) attached hereto and/or such other rules and regulations governing the Fitness Center as may be posted from time to time.

USER IS 18 YEARS OR OLDER, HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS, MEANING AND INTENT, AND FREELY AND VOLUNTARILY AGREES TO ALL TERMS AND CONDITIONS HEREOF, AND SIGNS THIS AGREEMENT OF HIS OR HER OWN FREE WILL WITH THE FULL INTENT THAT IT BE LEGALLY BINDING AND GIVEN FULL FORCE AND EFFECT.

SIGNED _____ DATE _____

APPROVED BY (if required by Tenant Company):

NAME _____ TITLE _____

E-MAIL _____