

3300 N. Central Fitness Center 3300 North Central Avenue, 11th Floor, Phoenix, AZ 85012

Tenant Membership Agreement _____ Start Date _____

3300 N. Central TENANT/MEMBER INFORMATION

Name (Last, First) _____ DOB (Mo/Da/Yr) _____

Employer _____ Suite _____

Home Address _____ City _____ State ____ Zip _____

Personal Email _____ Telephone _____

Work Address _____ City _____ State ____ Zip _____

Work Email _____ Telephone _____

Emergency Contact _____

Telephone _____ Alternate _____

As a Member of the 3300 N. Central Fitness Center, located at 3300 North Central Avenue, Phoenix, Arizona ("Center"), I hereby agree that my right to use the Center shall be subject to the following terms and conditions (the "Agreement"):

_____ I understand that the use of the facilities in the Center will be entirely without supervision or instruction that use of the Center's facilities is entirely at my own risk and the Center shall not be liable for any injury or damages resulting from my use of the Center's facilities. I also agree to consult my physician before beginning an exercise program using the Center's facilities.

_____ I acknowledge receipt of a copy of the Center's Rules and Regulations governing conduct of members and I agree to abide by the Rules and Regulations, as they may be amended from time to time. I acknowledge that the center shall have the right to terminate my membership as a result of my breach of the Rules and Regulations. I acknowledge that the Rules and Regulations may be amended by the Center from time to time at the Center's sole and absolute discretion.

_____ I agree not to bring valuables into the Center, and I acknowledge and agree that the Center shall not be liable for the loss, theft of or damage to my personal property.

_____ I understand that my membership in the Center is non-transferable. I agree not to admit any person other than myself into the Center. I agree that if I loan my membership or access card to another individual my membership may be terminated immediately. I understand that the Center is solely for the use of persons who are fully paid members. I agree to indemnify the Center against any damage resulting from my allowing any non-members into the Center.

_____ I acknowledge that the Center reserves the right to revoke or deny the membership of any Member whose access to or use of the Center, in the Center's judgment, creates a danger or health safety hazard to anyone.

_____ I acknowledge that the Center shall have the right to add or to decrease exercise equipment and classes at the facilities in the Center at the Center's sole discretion.

_____ I acknowledge that I shall be in default under this Agreement if:
I fail to obey any present or future Rule and Regulation of the Center or term of this Agreement.
I fail to pay when my membership fee is due to the Center.

In any event of any such default, the Member's membership rights may be suspended or terminated.

_____ I agree to execute the Waiver and Release required by the Center upon executing this Agreement.

_____ I acknowledge that the Membership in the Center created by this Agreement is simply a revocable license to use the Center facilities and is terminable at any time by the Center. Upon such termination, the Center agrees to refund any prepaid membership fee prorated through such termination. This Agreement does not create to me any tenancy or other interest in real property.

RULES & REGULATIONS

1. Participants must be current fully paid members.
 - a. Memberships are currently \$45.00 per quarter payable in advance on the 1st day of the first month of each quarter. Payments are to be received on or before the 10th day of the first month of each quarter. Any account not current on the 15th day of the first month will have access deactivated and accounts must be brought current to reactivate membership; this is to offset the administrative work and cost associated with account management. Such fee is subject to change at any time and from time to time at the Center's sole discretion. Access to the Center will be gained through a building access card provided at sign up.
 - b. Check or Money Order should be made payable to WellFit Management. Please mail to or drop-off at 3300 N. Central Ave, Suite 1100, Phoenix, AZ 85012.
 - c. Quarters are considered: January through March, April through June, July through September, October through December. And will be prorated based on membership start date.
2. All Members must sign a Waiver and Release and Membership Agreement.
3. Hours of Operation: 6:00 a.m. to 6:00 p.m. Monday through Friday, Saturday from 8:00 a.m. to 1:00 p.m. The Fitness Center is closed on Sundays. Working out during non-operation hours can result in losing membership.
4. MANAGEMENT ISSUED ACCESS CARDS ARE NOT TRANSFERABLE. ANY MEMBER FOUND LOANING CARD TO ANOTHER INDIVIDUAL WILL IMMEDIATELY HAVE THEIR MEMBERSHIP INDEFINITELY REVOKED.
5. A fitness Center locker with key is on an available basis to Members during workout sessions only. The key is to be returned to the key slot immediately following a workout for the next member's use. Any property, including towels, left in lockers after Center hours of operation will be removed and may be destroyed.
6. Members are requested to become familiar with the Center equipment and its proper use. Please report any operating problems or malfunctions to the Building Management Office immediately.
7. Members may operate the Center sound system and television while in the Center. The sound levels are controlled by Center Manager only. Please make sure this equipment is turned off before leaving the Center.
8. Members must supply their own towels. Soap is provided in the shower.

WAIVER & RELEASE

The undersigned (the Member) has applied for membership in the 3300 N. Central Fitness Center (the Center) 3300 North Central Avenue, Phoenix, AZ and in consideration of the facilities to be made available by the Center, the Member hereby agrees to the following:

_____ I understand that my participation in any fitness class/personal training offered by a third party instructor at the Center is offered pursuant to a separate agreement between the third party instructor and me and that my participation is solely voluntary and at my sole risk. I further understand that I should consult with my own physician prior to participating in such class/training and that any classes/training offered by such third party instructor is general in nature and not specifically tailored to my health and/or physical condition or is being offered with knowledge of my complete medical history or physical limitations. I understand that Center shall have no liability whatsoever for my participation in any third party conducted fitness class/personal training and the Center shall have no liability whatsoever for my participation in any third party Center's facilities for third party conducted fitness classes/personal training. In such event of injury or damage arising from my participation in third party instructor led fitness class or personal training at the Center, as my participation is voluntary and at my sole risk, I hereby release the Center from any and all claims arising from the same.

_____ The member acknowledges that he/she has voluntarily obtained a membership in the Center and that the use of the facilities made available in the Center involves the operation of exercise equipment without any supervision and without any persons in attendance, which may be hazardous and may expose the member is inherent in using the facilities of the Center without any supervision and not limited to, an act of the member, and act of another person (neglect or intentional), a mechanical malfunction or failure, or physical properties of the facilities of the Center. The member acknowledges that he is fully aware that there is risk inherent in using the facilities of the Center and the Member is willing to assume all such risks. The Member further agrees to use any and all equipment provided or made available in the Center properly, but the Member nevertheless recognized that whether or not such equipment is used safely and properly, it shall not affect his full assumption of all risk or injury or the Waiver and Release provisions contained herein.

_____ In addition to the fees paid to become a Member as consideration for membership in the Center, the Member agrees that:

- a) The Member, on behalf of himself, his heirs, successors and assigns, hereby assumes all risks of injury or damages to his person or property, including but not limited to the death of the Member while using the facilities in the Center, and all risks of injury or damages to the person or property of another, whether caused by intentional or negligent act or otherwise.
- b) The Member, on behalf of himself, his heirs, successors and assigns hereby release and forever discharges the Center, The Arizona State Retirement System ("Owner"), and CBRE, Inc ("Owner's Agent") (collectively the "Building" and their representatives, agents, servants, employees, officers, director, shareholders, successors), and assigns of and from all claims, demands, actions and causes of action of any kind whatsoever, whether known or unknown, disclosed or undisclosed, mature or immature, which arise out of or are in any way connected with the use of the facilities in the Center; whether caused by the negligence of the Center of the Building or otherwise.
- c) There is a risk that subsequent to the execution of this Waiver and Release that the Member will incur or suffer a violation of personal rights or other loss or damage, or any of these which are in some way caused or connected with the use of the facilities in the Center, but which are unknown and unanticipated at the time this Waiver and Release is signed. The Member hereby expressly assumes the above mentioned risk, and the Waiver and Release applies to all unknown or as unanticipated results of the Members use of the facilities in the Center, as well as those known and anticipated.
- d) The Member, for himself, his heirs and assignees, agrees to defend, indemnify and hold harmless the Center and the Building, and their representatives, agents, servants, employees, officers, directors, shareholders, successors and assigns, from and against any claim, demand, suit, judgment, cost or fees, or other liabilities, including attorneys fees, which arise out of or are in any way connected with member's use of the facilities in the Center, whether caused by the negligence of the Center or the Building or otherwise.
- e) In the event that any equipment in the Center is damaged, due to Member's willful act, negligent act, failure to act, or mistakes, the member agrees to promptly pay for all costs of repair of said damaged equipment.
- f) For the purpose of the Waiver and Release, any plural term includes the singular, and any singular term includes the plural and the masculine gender shall be deemed to include the feminine, in each case where the context so indicates.
- g) In the event that any one more provisions contained in the Waiver and Released should, for any reason, be held to the unenforceable in any respect, such unenforceability shall not affect any other provision of this Waiver and Release, and this Waiver and Release shall be construed as if such unenforceability had not been contained herein.
- h) The undersigned Member, in executing this Waiver and Release, does not rely upon any inducements, promises, or misrepresentations other that those contained in this Waiver and Release. The Member freely and voluntarily executes this Waiver and Release.

3300 N. Central Fitness Center 3300 North Central Avenue, 11th Floor, Phoenix, AZ 85012

Tenant Membership Agreement _____ **Start Date** _____

I, _____, do hereby acknowledge receipt of Access Card No. _____ for the Fitness Center located on the 11th floor of the 3300 N. Central, 3300 North Central Avenue, Phoenix, Arizona. I acknowledge that until I cancel my Membership with the Center Management office in Suite 1100, I am responsible for the Membership fees and must abide by the Membership Rules and Regulations which I have previously read. Failure to utilize the Fitness Center does not release me from payment of the Membership Fees.

PLEASE READ CAREFULLY BEFORE SIGNING

Print Name

Date

Signature

Employer/Suite Number