

TENANT MEMBER INFORMATION

PLEASE PRINT LEGIBLY

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

Employer _____ Suite _____

Home Address _____ City _____ State ____ Zip _____

Personal Email _____ Telephone _____

Work Email _____ Telephone _____

Emergency Contact name _____

Telephone _____ Alternate _____

MEMBERSHIP AGREEMENT

The undersigned, as a member (the "Member") of the 3300 North Central Fitness Center ("Center"), located at 3300 North Central Avenue, Phoenix, Arizona (the "Building"), hereby agrees that my right to use the Center shall be subject to the following terms and conditions set forth in this Membership Agreement (the "Agreement"): (Initial below)

_____ I understand that: (i) the use of the fitness equipment and related facilities in the Center will be entirely without supervision or instruction; (ii) use of the Center's fitness equipment and related facilities is entirely at my own sole and absolute risk; and (iii) the Center and the Indemnified Parties shall not be liable for any injury (including death and dismemberment) or damages resulting from my use of the Center's fitness equipment and related facilities. Prior to accessing the Center and before using any of the fitness equipment and related facilities I agree to consult my physician/healthcare provider before beginning an exercise program using the Center's facilities.

_____ The Member acknowledges that as used in this Agreement, the term "Indemnified Parties" shall mean the State of Arizona, the Arizona State Retirement System (as the Building's owner), the Building's property management company (currently CBRE, Inc.), the Building's leasing agents (currently Cushman & Wakefield), and their respective agents, consultants, contractors, departments, directors, employees, officers, representatives, shareholders, and successors and assigns, as well as the Building, including the Center.

_____ I acknowledge receipt of a copy of the Center's Rules and Regulations, governing conduct of the Center's members, which are incorporate herein by this reference, and I agree to abide by the Rules and Regulations, as they may be amended from time to time, while on and about the Center. I acknowledge that my membership is a revocable license and 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. I acknowledge and agree that the Center and the Indemnified Parties shall not be liable for the loss, theft of or damage to my personal property. I acknowledge and agree that the Center shall not be liable for the loss or disposal of any personal property left in any locker or in the Center overnight, which shall be deemed intentionally abandoned and the Center may dispose of the same as it sees fit in its sole and absolute discretion.

_____ I understand and agree that my Center membership is expressly contingent upon my employment with my employer, who must be a tenant of the Building. My Center membership shall automatically expire if I am no longer employed by my employer or if my employer is no longer a tenant of the Building.

_____ 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 the Center to another individual the Center may revoke and terminate my membership. I understand that the Center is solely for the use of persons who are fully paid members. I agree to indemnify, defend, protect, and hold the Center harmless for, from and 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) I fail to obey any present or future Rule and Regulation of the Center or term of this Agreement; and (ii) if applicable, I fail to pay when my membership fee is due to the Center. In any event of any such default, I agree that the Center may suspend or terminate my membership rights and prevent me from entering the Center.

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

_____ I acknowledge that the Membership in the Center created by this Agreement is simply a revocable license to use the Center and is terminable at any time by the Center. Upon such termination, provided termination is not a result of my breach of this Agreement, the Center agrees to refund any prepaid membership fee prorated through such termination. This Agreement is merely a license and does not create any tenancy right or any other real property right in the Building, including the Center.

_____ I acknowledge and agree that my membership is month-to-month until I cancel my Membership in writing with the Building's property management office, located at 3300 North Central Avenue, Suite 1530, Phoenix, Arizona.

RULES & REGULATIONS

1. Membership Access to the Center.
 - a. Access to the Center will be gained through each Member's respective a Building access card .
 - b. Use of the Center is currently free-of-charge for all current Building tenants and their respective employees. However, Landlord, in Landlord's reasonable discretion, reserves the right to assess a reasonable membership fee in the future. In such event, Landlord shall provide all Building tenants at least thirty (30) days prior notice before any new membership fee is assessed. If Member no longer desires to continue with its membership following assessment of a membership fee, member can terminate this Agreement with thirty (30) days' prior notice to Landlord. In the event Landlord begins assessing a membership fee and Member desires to continue membership in the Center, Member shall pay the assessed membership fee to Landlord quarterly in advance on the 1st day of the first month of each quarter. Membership fee payments are to be delivered to Landlord on or before the 1st day of the first month of each quarter. **Any account not current on the 5th business day of the first month of each applicable quarter 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 membership fee is subject to change at any time and from time to time at the Center's sole discretion.
 - c. If membership fees are assessed, membership statements for dues are sent as a courtesy however non-receipt of statement does not remove the obligation to pay dues when due, only cancellation of membership is a release of agreement and further payment of dues.
 - d. If membership fees are assessed, check or money order should be dropped-off at 3300 N. Central Ave, Suite 1530, Phoenix, AZ 85012.
 - e. 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. Regardless of any membership fees, all Members must sign the attached form of Waiver and Release and Membership Agreement to gain access to the Center.
3. The Center's 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 Center is closed on Sundays. Working out during non-operation hours can result in losing membership. The Center reserves the right to change the hours of operation in its sole and absolute discretion.
4. USE OF THE CENTER IS INTENDED AS A BUILDING AMENITY FOR BUILDING TENANTS AND THEIR RESPECTIVE EMPLOYEES ONLY. MANAGEMENT ISSUED ACCESS CARDS ARE NOT TRANSFERABLE. ANY MEMBER FOUND LOANING AN ACCESS CARD TO ANOTHER INDIVIDUAL WILL IMMEDIATELY HAVE SUCH MEMBERSHIP(S) INDEFINITELY REVOKED. MEMBERSHIP IS PERSONAL TO EACH BUILDING TENANTS' RESPECTIVE EMPLOYEE THAT HAVE EXECUTED THIS AGREEMENT. NO BUILDING TENANT EMPLOYEES' RESPECTIVE FRIENDS OR FAMILY MEMBERS MAY UTILIZE THE CENTER EVEN WHEN MEMBER IS PRESENT.
5. A limited number of fitness Center lockers with keys are available on a "first come, first serve" basis only to Members during workout while in the Center. Immediately upon conclusion of a member's use of the Center facilities, the member is to remove all personal property from the locker and return the key to the locker slot 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. The Center is not liable for the loss, theft or damage of any personal property stored in the lockers, including disposal of property left in the locker after hours.

Tenant Fitness Center Membership Agreement _____ **Start Date** _____

6. Members are requested to become familiar with the Center equipment and its proper use prior to use of the same. Please report any operating problems or malfunctions to the Building Management Office immediately. In the event of an emergency, please first call 9-1-1, then alert the Building Management Office if feasible.
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. Personal property should be removed from the shower stalls and locker area upon conclusion of use. Any personal property remaining in the locker area after hours will be disposed of by the Center without liability to any member.

WAIVER & RELEASE

The undersigned Member has applied for membership in the Center located in the Building and in consideration of the equipment and related facilities to be made available by the Center, the Member hereby knowingly and voluntarily agrees to the following:

_____ I understand that the Center may make the Center available from time-to-time for fitness and exercise classes and personal training offered by third party instructors but has no obligation to do so. I understand that my participation in any fitness and exercise classes/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 and absolute risk. I further understand that I should consult with my own physician/healthcare provider prior to participating in any 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 for third party conducted fitness classes/personal training at the Center. In such event of injury (including death or dismemberment) 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 and absolute risk, I hereby release the Indemnified Parties (defined below) from any and all claims arising from the same.

_____ The Member acknowledges that: (i) the Member has voluntarily obtained a membership in the Center; (ii) the use of the Center's equipment and related facilities involves the operation of exercise equipment without any supervision and without any persons in attendance, which may be hazardous and which may expose the Member to danger and the risk of injury (including death and dismemberment) by using the Center's equipment and related facilities without any training or supervision; (iii) Member, by accessing the Center, knowingly and voluntarily assumes the risk of injury (including death and dismemberment) or damage including, but not limited to, an act of the Member, the act of another person (neglect or intentional), a mechanical malfunction or failure, or physical properties of the Center's equipment and/or related facilities. The Member acknowledges that the Member is fully aware that there is risk inherent in using the Center's equipment and related facilities and the Member is knowingly and voluntarily assuming all such risks. The Member further agrees to use any and all equipment and related facilities provided or made available in the Center properly, but the Member nevertheless recognized that whether or not such equipment and/or related facilities is/are used safely and properly, it shall not affect the Member's full assumption of all risk or injury (including death or dismemberment) or the Waiver and Release provisions contained herein.

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

- a) The Member, on behalf of the Member and the Member's heirs, successors and assigns, hereby assumes all risks of injury or damages to the Member's person (including personal injury, death or dismemberment) or property and all risks of injury (personal injury, death or dismemberment) or damages to the person or property of another, whether caused by intentional or negligent act or otherwise.
- b) The Member, on behalf of on behalf of the Member and the Member's heirs, successors and assigns, hereby releases and forever discharges the Indemnified Parties 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 Center's equipment and related facilities located in, on and about the Center; whether caused by the negligence or omission of the Indemnified Parties 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 equipment and/or related 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 equipment and/or related facilities in the Center, as well as those known and anticipated.
- d) The Member, for on behalf of the Member and the Member's heirs and assignees, agrees to defend, protect, indemnify and hold harmless Indemnified Parties for, from and against any claim, demand, suit, judgment, cost or fees, or other liabilities, including attorney's fees, which arise out of or are in any way connected with Member's use of the Center's equipment and/or related facilities, whether caused by the negligence or omissions of Indemnified Parties 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, or the cost of replacing the same with like-kind or better equipment if the damage is such that the equipment cannot be replaced, as reasonably determined by the Center.
- 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 than those contained in this Waiver and Release. The Member freely and voluntarily executes this Waiver and Release as part of the Agreement.
- i) The undersigned Member agrees that this Agreement, including this Waiver and Release, shall be governed by and construed in accordance with the laws of the State of Arizona.

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

_____ In addition to the Waiver and Release provisions set forth above, I, the undersigned Member, further understand and agree, in consideration of my membership to utilize the Center in accordance with the terms and conditions of this Agreement, that:

1. Use of the Center, including the equipment and related facilities, includes possible exposure to and illness from infectious and/or communicable diseases including, but not limited to, MRSA, influenza, and COVID-19. While certain guidance, rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE INDEMNIFIED PARTIES or other third parties, and assume full responsibility for my access of the Center and my usage of the Center's equipment and/or related facilities.; and
2. I willingly agree to comply with the stated and customary terms and conditions for occupational health and safety, Arizona Department of Health Services, and Centers for Disease Control's respective guidelines issued from time-to-time for vaccinated and unvaccinated individuals, and for usage of the Center (including equipment and related facilities) as regards to protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or usage of the Center, I will remove myself from usage and participation and bring such to the attention of the Building's Management Office (located on the 11th floor) immediately.; and
3. I, for myself and my heirs, successors and assigns, HEREBY RELEASE AND HOLD HARMLESS THE INDEMNIFIED PARTIES WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE INDEMNIFIED PARTIES OR OTHERWISE, to the fullest extent permitted by federal, state and local law.; and
4. I UNDERSTAND THAT MY INDEMNITY OBLIGATIONS SET FORTH IN THIS AGREEMENT EXPRESSLY SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS AGREEMENT.; and
5. **I AGREE THAT I HAVE READ THIS AGREEMENT, INCLUDING THE RULES & REGULATIONS AND THE WAIVER & RELEASE PROVISIONS, AND I UNDERSTAND THE POTENTIAL LIABILITY AND ASSUMPTION OF RISK SET FORTH IN THIS AGREEMENT. I FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT. I AGREE THAT I HAVE NO OBLIGATION TO JOIN AS A MEMBER OF THE CENTER AND I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT WHATSOEVER.**

PLEASE READ CAREFULLY BEFORE SIGNING

THE MEMBER:

_____ Signature
 _____ Print Name
 _____ Date

Acknowledged and Accepted by the Center:

The Arizona State Retirement System
 By: CBRE, Inc.
 Its Duly Authorized Property Manager

By: _____
 Name: _____
 Title: _____
A duly authorized signatory
 Date: _____