

BIRMINGHAM TOWERS – FITNESS CENTER
INFORMED CONSENT AND RELEASE OF LIABILITY

I, _____, an employee (“I” and/or “Employee”) of _____ (tenant name) located at Birmingham Towers, 2100 Wharton Street, Suite _____, Pittsburgh, PA (“Employer” or “Tenant”) request permission for use of the fitness center (“Fitness Center”) located at Birmingham Towers, 2100 Wharton Street, Pittsburgh, PA (“Building”). I understand that Wharton Lender Associates, L.P. (“Owner”), is making the fitness center available to tenants of the Building and their employees under the terms and conditions of this Informed Consent and Release of Liability (“Consent and Release”) and the Fitness Center Rules and Regulations (“Rules and Regulations”) attached hereto and made a part hereof.

I UNDERSTAND AND AGREE TO THE FOLLOWING: I AM USING THE FITNESS CENTER AND THE FACILITIES AND ALL THE EQUIPMENT LOCATED THEREIN AT MY OWN RISK; and THE OWNER WILL NOT PROVIDE ANY INSTRUCTION OR DIRECTION REGARDING THE USE OF THE EQUIPMENT; and NO ONE HAS MADE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION, USE OR MAINTENANCE OF THE FITNESS CENTER, THE FACILITIES, AND EQUIPMENT IN THE FITNESS CENTER; and I WILL NOT USE ANY PIECE OF EQUIPMENT WITH WHICH I AM NOT THOROUGHLY FAMILIAR AND WHICH I DO NOT KNOW HOW TO OPERATE

1. I understand that the use of the Fitness Center is provided as an accommodation only, and I specifically agree that the use of the Fitness Center by me shall be in accordance with the terms and conditions of this Consent and Release and the Fitness Center Rules and Regulations attached hereto.

2. I understand that the use of the Fitness Center is not a right, but a privilege and that I may not use the Fitness Center unless I have read, reviewed, understood and signed this Consent and Release and read, reviewed and understood the Fitness Center Rules and Regulations.

3. I acknowledge that I have received and read a copy of the Rules and Regulations attached hereto governing the use of the Fitness Center, facilities, and equipment and I understand the Rules and Regulations and agree that I will fully comply with this Consent and Release and the Rules and Regulations, as amended from time to time.

4. I understand and agree that if I do not comply with the Rules and Regulations, or any part of this Consent and Release, then the use of the Fitness Center will be revoked. I also understand and agree that upon termination of my employment with Employer, my privileges in using the Fitness Center will also terminate and be revoked and my access fob will be immediately returned to the Building Manager.

5. After I have reviewed, understood and signed the Rules and Regulations and this Consent and Release, **I will pay \$20.00 (check or money order) made payable to Wharton Lender Associates** to obtain an access fob or use my existing building access fob that will be issued for my use only and provide access to the Fitness Center. I specifically understand and agree that I will not lend, share or permit anyone else use of my access fob or permit anyone else to have any access whatsoever to the Fitness Center whether through my access fob or otherwise, upon penalty of revocation without notice, of my Fitness Center use privileges. In the event that I lose the access fob, I will immediately notify Owner (Building Manager) and I agree to pay an additional \$20.00 for a replacement access fob or for reprogramming of my access fob.

6. I specifically agree and understand that the use of the Fitness Center and the facilities and

equipment located therein are at my own risk; that the Fitness Center is unattended and unsupervised; that no medical personnel is on site; that the Owner will not provide any instruction, supervision, or direction regarding the use of the equipment; and that I will not use any piece of equipment which I am not thoroughly familiar and/or do not know how to operate. I agree and understand further that the Owner may make available, upon request, materials supplied by the manufacturer or lessor of such equipment, but that the Owner is not required to maintain or provide such materials. I agree that the Owner will not be held liable or responsible in any way for the contents of or any omissions from such materials.

7. I understand and agree that the risks associated with my participation in exercise and/or the Fitness Center facilities and equipment, include but are not limited to, abnormal blood pressure and heart rate, fainting and heart attack. I agree and acknowledge that it is my responsibility to obtain a medical examination prior to utilizing any of the equipment in and/or the Fitness Center facilities.

8. In consideration of my use of the Fitness Center, I specifically agree that Owner shall not be held liable or responsible in any way if I become injured while using the Fitness Center, equipment and materials located therein. I hereby forever release, remise, discharge and acquit Owner along with its agents, representatives, assigns, predecessors, successors, insurers, sureties and mortgage lenders from any and all claims which I may have arising from, in connection with, as a result of, or relating to my use of the Fitness Center. In addition, I hereby, agree to indemnify, defend and hold harmless Owner and its agents, representatives, assigns, predecessors, successors, insurers, sureties and mortgage lenders from and against all claims, actions, lawsuits, losses, liabilities, costs, damages, and expenses of any nature whatsoever (including costs and attorneys' and other legal fees and costs) arising from, relating to, as a result of, or in connection with my use of the Fitness Center. I specifically understand that the Owner is relying upon these representations of this Consent and Release in permitting me to use the Fitness Center and the facilities, equipment and materials located therein and that this Consent and Release shall remain in full force and effect at all times that I use the Fitness Center.

9. I hereby acknowledge and understand that the Owner has made no representations or warranties with respect to the condition, use or maintenance of the Fitness Center and the equipment therein, that the Fitness Center will be unattended, and that I am using the Fitness Center at my own risk.

10. In the event of any misuse by or damage to the Fitness Center or any equipment or materials therein, I agree to immediately reimburse Owner for any all costs or damages caused by my use of the Fitness Center. I shall keep the Fitness Center clean and neat. Notwithstanding anything contained in this Agreement, any abuse, misuse, or violations of this Agreement shall result in revocation of use of the Fitness Center.

11. I am providing a copy of my _____ as photo ID. I hereby consent that Owner may keep, on file, a copy of my photo ID. I understand that this is for the purpose of registering and in conjunction with providing access to and my use of the Fitness Center. It is understood that my information will not be shared with anyone or used for any other purpose but for purposes relating to the use of the Fitness Center.

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IN WITNESS WHEREOF, intending to be legally bound, I have executed this Consent and Release on _____, 2020. By signing below, I hereby warrant and represent that I have received a copy, read, understood and agree to comply with all the terms of this Consent and Release and of the Rules and Regulations attached to this Consent and Release.

EMPLOYEE:

Signature

Name (Please print)

TITLE

Acknowledgement by Employer:

The undersigned hereby acknowledges that the above named Employee is submitting this Consent and Release Agreement for the purpose of gaining access to and use of the Fitness Center.

Name of Employer: _____

By: _____

Name: _____

Title: _____

Date: _____

(This form must be acknowledged by the Officer Manager or Administrator of the company. It cannot be acknowledged by a fellow employee.)