

Kinema Fitness Waiver of Liability

Name: _____ Company: _____

Email Address & Phone: _____ Building # _____ Suite # _____

Emergency Contact Name & Phone: _____

1. I understand that ***Kinema Fitness, Inc.*** (the “Fitness Center Manager”), is making the Fitness Center available to tenants of the building located at ***110 N. Carpenter, Chicago, Illinois 60607*** (the “Building”). The Fitness Center shall be used only by individuals who have signed this Agreement and Waiver of Liability (the “Waiver Agreement”). This Waiver Agreement shall inure to the benefit of Fitness Center Manager and the owner of the Building, 110 N. CARPENTER, LLC, together with Sterling Bay Property Management, LLC, as managing agent and their successors and assigns (collectively, “Owner”)
2. I understand and agree that my use of the Fitness Center, and the facilities and equipment located therein, is at my own risk and I assume all the risk of injury associated with use of the Fitness Center.
3. I understand that the Fitness Center Manager can provide instructions, supervision and direction regarding the use of the equipment. I agree that I will not use any piece of equipment with which I am not thoroughly familiar and which I do not know how to operate.
4. I understand that the Fitness Center Manager may make available, upon request, materials supplied by the manufacturer of such equipment, but that the Fitness Center Manager and Owner are in no way responsible for the contents of or any omissions from such material.
5. I understand that any exercise program, personal training, fitness classes, virtual or streaming, including but not limited to aerobic, anaerobic, flexibility, and strength exercises, whether equipment is used or not, whether indoors or outdoors, whether supervised or not, involves potentially hazardous activities that may result in injury or even death. I am voluntarily participating in these activities with full knowledge of the dangers involved. I expressly assume and accept any and all risks associated with my participation.
6. I acknowledge that the Fitness Center Manager have advised me to obtain a medical examination prior to using any of the equipment in the Fitness Center and to refrain from performing any exercises or using any equipment unless approved by my doctor.
7. The Fitness Center Manager and Owner shall have the right, from time to time, to promulgate and establish rules and regulations relative to the use and enjoyment of the Fitness Center and I agree to comply with such rules and regulations.
8. The Fitness Center Manager and Owner have the right at any time to discontinue the availability of the Fitness Center either temporarily or permanently.
9. The Fitness Center Manager and Owner reserve the right to deny access to the Fitness Center to anyone who fails to comply with the terms of this agreement or the Fitness Center Rules & Regulations attached hereto. I acknowledge that I have read and understand the Fitness Center Rules & Regulations and agree to abide by them.
10. I understand and agree that Membership Dues payments are due in advance and are non-refundable.
11. In the event of any emergency, I authorize the Fitness Center Manager and Owner to secure from any emergency medical personnel, emergency medical transportation, physician or licensed hospital any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of all emergency medical transportation and medical services rendered.
12. I represent (a) that I am in good physical condition and have no disability, illness or other condition that could prevent me from exercising without injury or impairment of my health, and (b) that I have consulted a physician concerning an exercise program that will not risk injury to me or impair my health. Such risk of injury includes (but is not limited to): injuries arising from my use or the use of others of exercise equipment and machines; injuries arising from my participation or the participation of others in supervised or unsupervised activities or programs at, in or about the Fitness Center; injuries and medical disorders arising from exercising at, in or about

- the Fitness Center including but not limited to heart attacks, strokes, heat stress, sprains, broken bones and torn muscles and ligaments; and accidental injuries occurring anywhere at, in or about the Fitness Center.
13. The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious and has a mortality rate many times greater than the flu. COVID-19 can spread easily and exponentially. While people of all ages are at risk of catching COVID-19, persons with compromised immune systems and older persons may be at particular risk. I understand that using the Fitness Facility may be dangerous or unsafe and carries with it the risk of exposing me to COVID-19 which I voluntarily assume.
14. I agree to take all reasonable and necessary precautions to protect myself and others from the spread of COVID-19, including, but not limited to, the following:
- A. Following all Federal, State, and local laws, even though such laws and orders may be changing rapidly.
 - B. Exercising care to protect myself, and assessing my own risks, by considering my age, underlying health conditions, recent travel, possible exposure to COVID-19, doctor's recommendations, and local, State and Federal recommendations. I agree and understand that it is my responsibility to evaluate the risks and protect myself.
 - C. Washing my hands with soap and water or using hand sanitizer, and wearing rubber gloves and a protective face mask. I will remember to not touch my eyes, nose, or mouth.
 - D. Practicing social distancing by keeping at least 6 feet between myself and others. I will not gather in groups.
 - E. After leaving the Fitness Center, I will discard any gloves or masks worn during my visit and my hands with soap and water for at least twenty seconds.
15. I represent that:
- (1) To the best of my knowledge, I am not currently afflicted with, and have not knowingly, within the last 14 days, been in contact with someone afflicted with, COVID-19;
 - (2) I am not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms and;
 - (3) I understand that persons may be afflicted with COVID-19 and: (i) not exhibit symptoms; (ii) not be aware that they are afflicted or (iii) may not voluntarily agree to disclose their condition.
16. By agreeing below, I am declaring the foregoing is true, that I agree to take all recommended and reasonable actions to protect myself and others from exposure to COVID-19, and that I ASSUME THE RISK of entering the Fitness Center. I understand and agree that no one, including the Fitness Center Manager, the Owner and their agents, can guarantee that I will not be exposed to or contract COVID-19.

In consideration for using the Fitness Center and the equipment in the Fitness Center, I also agree, on behalf of myself and my representatives, heirs and next of kin:

- That I am aware that the Fitness Center, exercise activities and equipment involve possible hazards including risks of injury to persons and property and I am voluntarily entering the Fitness Center and using the facilities and equipment with knowledge of the danger involved, and hereby agree to accept any and all risks of injury or death.
- To release, hold harmless and not to sue Kinema Fitness, Inc. or Owner, or any of each party's affiliates, successors and/or assigns or any of their respective officers, directors, employees and agents from any and all liability to me and my personal representatives, assigns, heirs and next of kin for any loss or damage arising out of or in connection with my use of the Fitness Center, and I forever give up any claims or demands therefor, on account of injury to my person or property, including injury leading to my death, whether caused by the active or passive negligence or gross negligence of the Fitness Center Manager or Owner or otherwise to the fullest extent permitted by law while I am in, upon or about the Fitness Center or using the Fitness Center's facilities, services or equipment.
- To indemnify and hold harmless the Fitness Center Manager and Owner from any injury, loss, liability, damage or cost that may be incurred due to my presence in, upon or about the Fitness Center or while using any of the equipment in the Fitness Center whether caused by my own negligence or otherwise.
- That the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

- I have read this release and waiver of liability and indemnity clause, and agree that no oral representations, statements, or inducement apart from this Waiver Agreement have been made. It is my intention that this release will be effective with respect to each and every claim, demand, liability, judgment, cause of action and expense specified above.

The terms and provisions of this release shall be binding upon and benefit the respective successors and assignees, heirs, distributes, guardians and legal representatives of the undersigned, Fitness Center Manager and Owner.

Initials

- BY CHECKING THIS BOX, I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND KINEMA FITNESS, INC.

Date

Key Card #

Sign

Kinema Fitness Rules & Regulations

Kinema Fitness is available for the convenience and enjoyment of its tenants and their employees. Tenants who wish to use the facility must complete a membership application/ waiver of liability, and agree to abide by the following rules and regulations. Failure to comply with the rules and regulations set forth herein will result in immediate loss of membership privileges.

- Operating Hours: *Monday – Friday, 5:00am – 8:00pm*
- Membership Dues: Please initial next to one:
_____ \$35 per month pay by the 1st of each month
- Overnight Lockers:
_____ \$10 per month
- Laundry and Overnight Lockers:
_____ \$20 per month

Online credit card payments processed through Mindbody and will show up as Kinema Fitness, Inc.

There are NO REFUNDS for partial periods

1. Guests are permitted to use the fitness center for a small nominal fee of \$10 per day, provided that they sign a copy of this Waiver Agreement prior to using the Fitness Center.
2. Use of the Fitness Center, the equipment and the facilities shall be at the user's own risk. Kinema Fitness, Inc. (the “Fitness Center Manager”) and Owner undertake no obligation to and will not provide any training with respect to the use of the Fitness Center, the equipment and the facilities.
3. Equipment shall be used only in the manner for which it is intended. Any malfunctioning equipment should be reported to Fitness Center Manager.
4. Members are responsible for the security of their personal property. The Fitness Center Manager assumes no responsibility for any personal articles.
5. Lockers that are for temporary use, please use only while exercising in the facility. Management will remove and discard any items left overnight. Fitness Center Manager and Owner are not liable for any lost or stolen items.
6. Lockers that are for overnight use. There is a \$20 per month fee for overnight use of the locker, this also includes laundry service. Members are responsible for the items in that locker. The Fitness Center Manager and Owner each assumes no responsibility for any items that are misplaced. The Fitness Center Manager assumes the right to give 7 days’ notice to clean out all overnight lockers. For any items that are not removed by the member they will be discarded.

7. If a member wishes to have their gym clothes laundered, there will be a monthly fee of \$20 per month. Kinema is not responsible for items that get lost, damaged or worn during the laundering process. The laundry is for gym clothes only.
8. No advertising or posting of notices, pictures, etc. are allowed without the prior permission of the Fitness Center Manager and Owner.
9. No smoking, drugs or alcohol are allowed in any part of the Fitness Center.
10. No boom boxes or loud music of any kind shall be permitted.
11. Appropriate attire such as rubber soled tennis shoes, T-shirts, and sweatpants are required. No torn or see through clothing, black soled shoes or other inappropriate clothing shall be permitted. Men shall wear shirts at all times, and both men and women shall be required to wear shoes. No bare feet or bare backs!
12. Members are required to keep a cloth towel with them at all times during use of the Fitness Center, and will protect and clean equipment after each use.
13. Member must notify the Manager upon ten (10) days prior **written notice** that they wish to terminate membership and cancel payment information on file.
14. Member's credit cards will be automatically billed unless termination notice is received within ten (10) days prior to the first of the month. Failure to keep account current will result in cancellation of membership.
16. Use of the Fitness Center, the equipment and the facilities shall be at the user's own risk.
Kinema Fitness, Inc. ("Fitness Center Manager") and Owner undertake no obligation to and will not provide any training with respect to the use of the Fitness Center, the equipment and the facilities during hours when the fitness center is unstaffed.

The Fitness Center Manager reserves the right to amend the above rules and regulations at any time.