

# BELLEFIELD FITNESS EQUIPMENT SHARE USE APPLICATION

Name	<input type="checkbox"/> Female <input type="checkbox"/> Male
Company Name	
Building Name, Suite Number	
Office Phone	
Email Address	
Card Key Number	

In case of emergency, notify: _____ Phone: _____ <div style="text-align: center; margin-top: 5px;"><i>(Please print)</i></div>
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*Please send application to:* **Pinnacle Property Management**  
**1450 114<sup>th</sup> Ave SE**  
**Suite 205**  
**Bellevue, WA 98004**

### **AGREEMENT AND WAIVER OF LIABILITY**

In consideration of tenant membership in the Bellefield Office Park, owned by Regency Bellefield Holdings LLC and its Kayak, Paddleboard and Bike Share (the "Equipment Share"), the undersigned acknowledges and agrees to follow and be bound by all Rules, Regulations and Policies now or hereafter adopted by Landlord, Investors, its successors or assigns (collectively, "Landlord") and agrees to use the Fitness Equipment at his/her own risk. The undersigned assumes all risk of injury, damage or loss, and hold Landlord harmless from and indemnify and defend Landlord against all claims, liabilities, damages, liens and expenses (including, without limitation, attorney's fees whether or not suit shall be brought) arising directly or indirectly from any use of the Fitness Equipment, and Equipment Share by the undersigned, guests or invitees of the undersigned, or any third party gaining access to the Fitness Equipment by means of the undersigned access.

The undersigned understands that use of the Fitness Equipment may involve strenuous physical exertion and that a medical checkup is advisable before participating in any fitness activity or program. The undersigned represents him/herself to be in good physical condition, 18 years or older and to have no disability, impairment or ailment preventing participation in the use of the Fitness Equipment. The undersigned recognizes and appreciates the danger of physical stress, strain or injury (including cardiac arrest, abnormalities of blood pressure or heart rate, and accidents that could result in drowning or death) as a result of any fitness activity and use of any fitness equipment. Users must wear life vest while operating the Kayak or the Paddleboard. No recreational swimming nor diving is allowed from the Kayak or Paddleboard. Users must wear a helmet while operating a bike.

Should any provision of this agreement and waiver be determined to be invalid or unenforceable, it shall be deemed severed from this agreement and waiver, and such invalidity or unenforceability shall not affect the remaining provisions of this agreement and waiver which shall remain in full force and effect.

### **AGREED AND ACCEPTED BY MEMBER:**

Date: \_\_\_\_\_

