



## **FITNESS CENTER**

**Bellefield Office Park**

***Rules, Regulations, Waiver and Release***

**Email to: [hbanchieri@talon-m.com](mailto:hbanchieri@talon-m.com)**

### **Rules & Regulations**

- The Fitness Center is provided as an amenity for use by the tenants of Bellefield Office Park. It is not available for use by friends, family or persons that work at other locations. External trainers or instructors are not permitted unless authorized by Building Management.
- Access to the Fitness Center will be activated via the building's access system. Tenants must sign this form (Rules, Regulations & Waiver), have it verified and submitted by the tenant's office manager to Building Management. Once the form has been submitted, the tenants building access card will be programmed for access.
- Normal Hours of Operation: Monday – Friday, 5:00 am – 8:00 pm & Saturday, 8:00 am – 5:00 pm. The Fitness Center is closed on Sundays and holidays. The Fitness Center may remain open or closed at other times, at the discretion of Building Management.
- The Fitness Center is cleaned by the building's janitorial contractor Sunday-Thursday after 6:00 pm.
- Lockers are provided on a first come, first serve basis, and may be used only while using the Fitness Center. You will need to supply your own lock. Management reserves the right to remove and discard the locker contents at any time this policy is violated.
- **General Rules of Use:**
  - There is a 20-minute time limit for use of the cardio machines when another Tenant is waiting for a machine.
  - Tenant is responsible for wiping down cardio and weight equipment after each use.
  - Dropping weights is prohibited.
  - Appropriate exercise attire must be worn, t-shirts/athletic shirts and athletic shoes will be worn at all times in the Fitness Center.
  - Personal belongings must be kept in lockers or cubbies, items should not be staged in the shower/dressing areas while you are working out. Tenant is responsible for cleaning up after their use of the shower/dressing areas.
  - Towels and toiletries provided by the Fitness Center may not be removed from the facility, Tenants shall place soiled towels in the proper bins located in the Fitness Center.
- Failure to comply with these rules and regulations may result in termination of your access to the Fitness Center.

### **Waiver and Release** (this "Release")

Because use of the Fitness Center is voluntary, the undersigned ("Participant") has agreed to sign this Release. Participant has been given the opportunity to read carefully all the terms of this Release and Participant understands fully the legal consequences of signing it. Participant hereby represents and warrants that he/she has no medical conditions or physical disabilities that would prevent Participant from participating in any physical activity, including but not limited to exercising and physical exertion, and that Participant is in good physical condition and not currently under a doctor's care. Participant further understands and agrees that his/her participation at the Fitness Center is at his/her own risk and he/she hereby agrees to release, indemnify, discharge and hold harmless, absolutely, unconditionally and forever Regency Bellefield Holdings, LLC ("Owner"), Talon Private Capital, LLC, Talon | M Management Partners, LLC, California State Teachers Retirement System, and any successors-in-interest, their parents and any of their affiliates, subsidiaries and their respective officers, directors, representatives, agents, or employees (collectively, the "Owner Parties"), from any and all liability by reason of any and all claims, actions, suits, proceedings, costs, obligations, losses, expenses, damages and liabilities (collectively, "Losses"), including (a) injury to or death of any person(s); (b) damage to or loss of any equipment, materials or other personal property; or (c) reasonable attorneys' fees arising out of, connected with or resulting from any and all claims of whatsoever kind or nature that may occur as a result of Participant's involvement and participation at the Fitness Center located at 1450 114<sup>th</sup> Avenue SE, Bellevue, WA 98004.



The foregoing release, discharge and waiver is made by Participant individually and on behalf of Participant's heirs, executors, and assigns. Participant understands and agrees that the effect of signing this Release is to give up all of Participant's and Participant's heirs, executors and assigns legal rights to file any lawsuit or to recover any money damages against the Owner Parties with respect to any Loss. The waiver and release provided above is intended to release the Owner Parties against the consequences of Owner's own negligence or fault, even when Owner is solely, jointly, comparatively, contributively, or concurrently negligent, and even though any such claim, cause of action or suit is based upon or alleged to be based upon the strict liability of Owner.

Participant understands and acknowledges that use of the Fitness Center and/or related equipment may expose the Participant to contact with one or more persons or objects that have been infected with, and/or exposed to, the virus commonly known as COVID-19 or the coronavirus (the "Virus"). Participant understands that, as a result, Participant's use of the Fitness Center and/or related equipment may expose Participant to a risk of exposure to or infection with the Virus. Participant understands that medical research regarding the potential for infection with and harm caused by the Virus are ongoing, and that no widely accepted vaccine against or cure for the Virus is currently available. As a result, Participant understands that the potential risks associated with exposure to or infection with the Virus are not fully known, but may include significant and serious illness, bodily injury, disfigurement, temporary or permanent disability, and/or death. Participant further understands and acknowledges that there is a greater risk of the Virus causing harm to individuals age 65 or older.

Accordingly, for good and valuable consideration, including without limitation Participant's opportunity to use the Fitness Center, Participant HEREBY ASSUMES ALL OF THE RISKS OF USING THE FITNESS CENTER, INCLUDING WITHOUT LIMITATION THE RISK THAT PARTICIPANT MAY BE EXPOSED TO OR BECOME INFECTED WITH THE VIRUS. PARTICIPANT HEREBY, FOR PARTICIPANT AND PARTICIPANT'S HEIRS, SUCCESSORS, AND ASSIGNS, AND ALL THOSE CLAIMING BY OR THROUGH PARTICIPANT, WAIVES, RELEASES, AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER PARTIES FROM AND AGAINST ANY LOSSES ARISING FROM OR IN CONNECTION WITH THE FITNESS CENTER, INCLUDING THOSE WHICH ARISE OR ARE ALLEGED TO ARISE FROM THE NEGLIGENCE OF ANY OWNER PARTY.

I understand and agree to the above terms of use for the Fitness Center at Bellefield Office Park.

**Participant:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Email: \_\_\_\_\_

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

Existing Access Card Number \_\_\_\_\_

Select One:

Email signed waiver to Heather Banchieri [hbanchieri@talon-m.com](mailto:hbanchieri@talon-m.com)