



APPLICATION FOR THE FITNESS CENTER

RULES AND REGULATIONS

Hours of Operation: 24 hours a day, 7 days a week

1. This Fitness Center is for the exclusive use of the tenants of the Building for their enjoyment, recreation, and relaxation. No one under eighteen of age may use the Fitness Center. No guests allowed.
2. No food or beverage allowed in any area of the Fitness Center (except for water)
3. No alcoholic beverages allowed.
4. No smoking allowed in the Fitness Center.
5. Lockers are for use during the time each person is using the Fitness Center. For your security, please provide a lock on the locker while you are using the Fitness Center. Please do not leave personal contents in lockers or closet areas overnight, any items left behind will be disposed of after 5 days. Neither the Owner nor Management assumes any liability for lost or stolen items.
6. In case of emergency, use the emergency panel located inside the Fitness Center on the column near the front entrance. Call 911, the management office (M-F 8:00 AM – 5:00 PM) at (770-541-6300) and /or the security (24 hours per day, 7 days per week) at (404-397-6809).
7. Please report any problems with equipment or any area of the Fitness Center to the Management Office at (770-541-6300).
8. The Fitness Center is unsupervised and is to be used at your own risk.
9. Management reserves the right at anytime to change, modify, and add to the rules and regulations and/or to increase operation fees for the Fitness Center.
10. Please limit use of equipment to twenty (20) minutes when others are waiting.
11. Towels will be provided. But feel free to bring your own.
12. Monthly membership access card fee is \$20.00 and is non-refundable.
13. All payments must be made in the form of a money order or check payable to **“iStar CTL Riveredge Summit-Atlanta LLC”**. **Cash will not be accepted.** Damaged or defective cards may be turned into the management office and a new card will be issued at no charge. A replacement fee of \$25.00 will be assessed for lost or stolen cards.
14. Upon termination of employment at the Building, the access card must be returned to the Management Office.
15. Anyone in violation of these rules and regulations will not be permitted future use of the Fitness Center.

I have read, understand and sign these Rules and Regulation for RiverEdge Summit Fitness Center on _____.

Name of Participant Company Name Suite #

Signature of Participant Access Card #

In case of emergency, please contact: Please check one of the following card status boxes:
[] New Card [] Replacement Card [] Transferred card

Name Telephone Number

The undersigned verifies that the above named individual is an employee and works in RiverEdge Summit building.

Name (Signature by Supervisor only) Telephone Number



FITNESS CENTER RELEASE LIABILITY RELEASE

The undersigned agrees and represents for himself/herself:

(i) that all exercises, aerobics, or other classes, treatments and use of any and all of the facilities within RiverEdge Summit Fitness Center shall be undertaken at the undersigned’s own risk and the undersigned hereby expressly assumes such risk:

(ii) that the undersigned is in good physical condition and physically able to undertake any and all exercises, aerobics or the classes and treatments and use the facilities within the RiverEdge Summit Fitness Center and

(ii) iStar CTL Riveredge Summit-Atlanta LLC, the owner of the Riveredge Summit Fitness Center and Transwestern Commercial Services, the manager of the Fitness Center, successors, assigns, agents, employee, and the representatives of each of same, shall not be liable for any claims, demand injuries, damages, actions, or causes of action to the undersigned or his/her property (including, without limitation, articles of personal property damaged, lost stolen in or about RiverEdge Summit Fitness Center) incurred in connection with or as a result of the use of any service and/or facilities of the RiverEdge Summit Fitness Center whatsoever (including, without limitation, and such claim, action or damage which arises wholly or partially due to the negligence of iStar CTL Riveredge Summit-Atlanta LLC, it’s partners including, without limitation, Transwestern and their respective successors, assigns, agents, employees, and representatives.

The undersigned does hereby expressly forever release and discharge iStar CTL Riveredge Summit-Atlanta LLC and Transwestern Commercial Services and their respective successors, assigns, agent, employee, and representatives, from all such claims, demands, injuries, damages, actions, or causes of action.

The undersigned agrees to pay all cost for damage arising form any careless or improper use of equipment and facilities, or dropping of weights, etc. caused by the undersigned.

The undersigned acknowledge that he/she has been encouraged to have a complete physical examination by their doctor prior to beginning and exercise program. If the undersigned has a history of heart disease, or any other pre existing medical conditions, which could cause an increase risk to health as a result of exercising, he/she should consult a physician prior to using any of the facilities of RiverEdge Summit.

Privileges to use the RiverEdge Summit Fitness Center are non-transferable. Privileges to use the Fitness Center are only available to tenants in the office building known as RiverEdge Summit.

I have read, understand and signed this Liability Release Agreement on _____.

Name of Participant Company

Signature of Participant Access Card #

In Case of Emergency, Please contact:

Name Number