



PLAZA ON THE LAKE FITNESS CENTER

INFORMATION PACKAGE

Thank you for inquiring about the Fitness Center located at 5000 Plaza on the Lake, Suite 140. Please read the attached material and email or fax all signed acknowledgements to the property management office at (512) 501-5915.

- Complete and sign the **Release and Waiver of Liability** form and return it to the Management Office so that access privileges can be given. If you currently have an after-hours access card to the building, we will simply update the card electronically. If not, there may be a fee of \$15.00 charged to your employer for this card.
- Complete and sign the **Acknowledgement of Receipt of Club Rules** and return it to the Management Office.
- Complete and sign the **Fitness Center Rules, Exhibit A** and return it to the Management Office.

Only after the signed forms are received in the Building Management Office & the request has been authorized by your employer can we begin processing your request. Generally, your access to the Fitness Center will be activated by the second business day following receipt of your signed forms.

**THIS IS AN UNSUPERVISED EXERCISE AREA
AND WILL BE USED AT YOUR OWN RISK.**



FITNESS CENTER WAIVER AND RELEASE FORM

I, _____, hereby state and acknowledge the following on the _____ day of _____, 20_____:

1. I am an on-site employee of _____, a tenant in Suite _____ located at 5000 Plaza on the Lake, Austin, Texas (the "Building"). For my own use, benefit and enjoyment, I desire to use the Exercise facilities located on the first floor, including any dressing, storage and shower facility (the "Facilities"), and as evidenced by my employer's signature below, am hereby authorized by my employer to use the Facilities.
2. I will not invite, encourage, or allow the use of the Facilities by any person other than another employee of a tenant in the Plaza on the Lake complex.
3. The Facilities are and will remain unmanned and unsupervised. Any and all employees or agents of the Building's owner or management agent, who may be present at any time in the Facilities, are not trained and are not authorized to provide health, fitness, equipment use instructions, or medical assistance or advice.
4. I assume full responsibility for my use of the Facilities, I will use the Facilities at my sole risk to myself and any possessions I may bring to the Facilities, and I shall abide by the rules and regulations of the Facilities, which rules and regulations are attached as Exhibit "A" to this form. I understand that these rules and regulations may be changed from time to time by the Building's owner.
5. I agree that I will not use any equipment located in the Facilities that I do not, independently, know how to use in a proper fashion. I agree that I will only use equipment in the Facility that I either have learned how to use at another location, or that I am confident I will be able to learn how to use myself independent from any instructions from the Building's Owner or Building's management company, or any employees or agents thereof. I understand that I have not been provided, nor have I requested any information, training or instruction regarding the use of the Facilities or any equipment located in the Facilities. I will not use more weight than I am capable of lifting and maintaining under my control. I will not use any equipment in excess of my capacity.
6. I understand that mechanical equipment may break or malfunction, and that if any such equipment breaks or malfunctions, that this may cause serious injury (including death) or other harm. I agree to not use any equipment that is either (i) visibly broken or shown to have a malfunction, and (ii) any equipment that is marked as being broken, malfunctioning or inoperable. I agree that the Building's Owner and/or the Building's management company shall not be liable to me resulting from any such breakage or malfunction.
7. I, for myself, my heirs and representatives, hereby waive any claim I may have or right of action against, and hereby release, discharge and hold harmless the Building's owner, CP/IPERS Austin Lake, LLC, Granite Properties, Inc., and the Building's property manager, Endeavor Real Estate Group, Ltd., and their respective owners, employees and agents, and their respective successors, assigns and heirs (collectively "Released Parties"), from any and all liability, cost of defense (including reasonable attorney's fees) arising from any injury (including death) to me, theft of my property, or any other loss or damage occurring in the Facilities, (collectively "Loss") or resulting in any manner from the use thereof, whether such Loss is caused in whole or in part by the active or passive negligence of Released Parties.
8. I am aware that there may be a risk for certain individuals participating in activities involving physical exertion and I fully and solely assume that risk. I acknowledge that either (i) I have obtained independent medical approval to use the Facilities, or (ii) I fully, solely and independently waive my right to do so.



9. I agree that to reimburse, indemnify and hold harmless, the Building's owner and the Building's property management company for any injury or loss to persons or property, and expenses incurred due to same, including costs of defense and reasonable attorney's fees, resulting from my negligence or intentionally wrongful acts.
10. I agree that the continued operation, availability and use of the Facilities shall be at the discretion of the Building's Owner and/or the Building's management company, and that the Facilities may be closed on a temporary or permanent basis without me being able to claim any loss of use therefore.
11. I agree that in the event a court rules that any part of this Waiver and Release Form is invalid or unenforceable, the remainder of this Waiver and Release Form shall remain in full force and effect.
12. I acknowledge and affirm that I have carefully read each of the twelve (12) paragraphs of this Waiver and Release Form, and have read the rules and regulations attached as Exhibit "A", and that I understand each of the matters set forth in this Waiver and Release Form and the attached Exhibit "A".

Signature

Printed Name (First, M.I., Last)

Company Name

Suite #

Office Manager Approval

Witness

Date

Access Card #

_____ Male Fitness Center Access

_____ Female Fitness Center Access

EMERGENCY CONTACT INFORMATION: (Please Print Clearly)

Name: _____ Relation: _____

Business Phone: _____ Home Phone: _____ Other: _____



EXHIBIT "A"

5000 Plaza on the Lake

FITNESS CENTER RULES

1. All members must submit a Release and Waiver of Liability and a signed Acknowledgement of Receipt of Club Rules.
2. Memberships are ONLY for personnel employed and physically located at 5000 Plaza on the Lake and are not available for anyone else.
3. **Fitness Center hours are from 6:00 am Monday through 8:00 pm Friday, and closed on Saturday, Sunday and holidays.**
4. To ensure the enjoyment of all our members, the following are not permitted:
 - smoking;
 - amplified music;
 - food or drink, other than bottled water;
 - drugs or alcohol;
 - swearing, yelling, obnoxious or threatening behavior.

Violation of any of the above restrictions are grounds for revocation of membership privileges.

5. Any injuries incurred at the facility should be reported to the management company immediately.
6. Any defective or broken equipment should be reported to the management company immediately.
7. T-shirts or other appropriate attire and athletic shoes must be worn at all times when using the facilities.
8. Members are requested to re-rack all free weights and other exercise items after use. These items should be kept off the floor. Free weights are not to be dropped - if you cannot set down the weights without dropping them, use less weight.
9. Members must remove locks and personal belongings from the locker room after completion of their workout. The Building's Owner and Management Company are not responsible for lost or stolen items.
10. Fitness Center entry cards are not transferable, and may not be used by any person other than the Member shown thereon. No one under the age of 18 will be allowed in the Club. No guests or visitors may be brought in to use the Club. Anyone who does not abide by these rules is subject to having his/her membership privileges rescinded.
11. These rules may be amended or supplemented at anytime, without notice other than the posting of the new rules in the Fitness Center.

Signature

Date