



MEMBERSHIP APPLICATION & AGREEMENT

Name (Please Print) _____ DOB _____ / _____ / _____

Home Address _____

Phone _____ Email Address _____ Company Name _____

Emergency Contact/Relationship _____ Emergency Phone _____

MEMBERSHIP TYPE: ☐ Monthly ☐ Other _____ Cost \$30.00

Membership Expiration Date: _____

INVESTMENT:

Enrollment Fee \$ 0.00

Membership Dues \$ 30.00

Locker/Other \$ _____

TOTAL PAID \$ _____

☐ Locker Rental

Locker Number _____

Monthly Rental Dues \$ _____

AUTHORIZATION AGREEMENT - Please read carefully.

I authorize the Pulse Fitness Center, as managed and operated by Corporate Sports Unlimited, Inc. to charge my account (Credit Card, Checking Account or Payroll Deduction) monthly beginning (mm/yy) _____ in the amount of \$ _____. The authorization is extended by me to Pulse Fitness Center or its authorized agents. I understand that this authorization agreement shall remain in force until I give the 30-day written notice of my intent to end my membership. Regardless of what payment method is utilized, I understand and authorize one additional month's payment submitted/drafted within the 30-day cancellation period. _____ **(Member Initials)** I further understand that during the 30-day notice period, I will have access to the facilities and services of Pulse Fitness Center, and that I am responsible for the monthly dues during that period. _____ **(Member Initials)**

PAYMENT METHOD: ☐ Checking ☐ Credit Card ☐ Payroll Deduction (if available)
(check one only)

Payment Authorization Signature _____ Date _____

Upon acceptance of this application by the Pulse Fitness Center, I hereby agree to accept the membership agreement printed on front and reverse side of this application.

MEMBER'S SIGNATURE _____ DATE _____

FOR OFFICE USE ONLY			
MEMBER NAME (print) _____			
MEMBER NUMBER _____			
TOTAL PAID \$ _____	<input type="checkbox"/> Cash	<input type="checkbox"/> Check(##) _____	<input type="checkbox"/> CC
			STAFF APPROVAL (initials) _____

CONDITIONS 1. CONSUMER'S RIGHT OF CANCELLATION

A. By law, you (the buyer) have seven business days to cancel this contract.

To be effective, your cancellation must be postmarked by midnight of the 7th business day, and must include all contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to you.

Notice of intent to end membership and membership card must be delivered in person to fitness center or by certified mail addressed to Pulse Fitness Center, 1000 Abernathy Road NE, Suite B-20, Atlanta, GA 30328. Pulse Fitness Center assumes no responsibility for mail not sent by certified mail. Membership card must accompany notice of intent to end membership.

B. You (the buyer) may cancel this agreement for any reason with a 30 days written notice. Regardless of what payment method is utilized, I understand and authorize one month's payment submitted/drafted within the 30-day cancellation period. I further understand that during the 30-day notice period, I will have access to the facilities and services.

C. The Pulse Fitness Center reserves the right to cancel this membership agreement and request the return of membership card at its discretion.

2. MEMBERSHIP

A. The classification of members, the amount of dues payable by the members, the suspension and expulsion of members, and all other matters affecting or relating to the membership shall be under complete control of the Pulse Fitness Center, as managed and operated by Corporate Sports Unlimited, Inc. The dues applicable to any type of membership and other charges imposed by the Pulse Fitness Center may be changed at any time.

B. Membership is open to any person 18 years of age or older.

3. HEALTH SCREENING. The Pulse Fitness Center reserves the right to decline membership to anyone having medical conditions requiring any professional medical supervision. I hereby acknowledge that I have been offered a pre-activity screening instrument, PARQ, health history, fitness test, or health promotion evaluation or have decided to participate in activity and use of equipment and machinery without participating in a pre-activity screening process assuming all responsibility for my participation in any and all such activities.

4. DUES. The monthly dues shall be initially that amount indicated on the front side of this document, but shall be subject to increase pursuant to item 2. ALL FEES ARE NON-REFUNDABLE.

5. DELINQUENT ACCOUNTS. In the event that I default on my obligation, the Pulse Fitness Center has the right to collect all monies due in an accelerated manner plus any fees charged by a collection agency, and/or any reasonable attorney fees including court costs.

6. LATE OR RETURNED ITEM CHARGES. A \$5.00 late fee will be assessed to any member failing to make payments by the due date, and \$25.00 for a returned check or credit card draft as a result of insufficient funds, closed account, or similar circumstance.

7. FREEZE POLICY. The Pulse Fitness Center will freeze a membership for medical reasons when presented with a medical statement from physician. Medical freezes will occur in full calendar month increments not to exceed three months.

8. PARTICIPATION. I understand that the amount and extent to which I participate in exercise and other activities within the premises is my responsibility. My failure to use the facilities does not constitute grounds for a refund or cancellation.

9. ACCESS CARDS. If applicable, there will be a \$10.00 fee charged for lost key fobs. Key fobs are not transferable to another person.

10. DAMAGE TO FACILITIES. I agree to pay for any damage I may cause to the fitness center's facilities through my careless or negligent use or misuse thereof.

11. HOURS OF OPERATION. Operation schedules may vary and are subject to change from time to time. This information will be posted in the fitness center.

12. UNAVAILABILITY OF FACILITY OR SERVICES. I agree to accept the fact that a particular facility or service in the premises may be unavailable at any particular time due to mechanical breakdown, fire, act of God, condemnation, loss of lease, catastrophe or any other reason. Further, I agree not to hold Pulse Fitness Center responsible or liable for such occurrences.

13. AMENDING THE RULES. I understand that Pulse Fitness Center reserves the right to amend or add to these conditions and to adopt new conditions as it may deem necessary for the proper management of the fitness center and the business.

14. LEGALLY BINDING AGREEMENT. I understand that this enrollment is legally binding in its terms and conditions, whether my use of the facility and its services is determined and paid for on a monthly, yearly, or individual visit basis. This agreement, together with the waiver and the release of liability signed contemporaneously with this agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and may be changed or added to only by a written amendment signed by both parties.

ACCEPTED BY Pulse Fitness Center Member:

Member's Signature

Date





Waiver and Release of Liability

The Pulse Fitness Center (the "Fitness Center") offers the opportunity to participate in a wide variety of recreational and fitness activities and programs ("Fitness Activities"). All participants, however, should be aware that attendance at, or use of, the Fitness Center, use of the Fitness Center's health or advisory services or participation in any Fitness Activities, including without limitation use of the Fitness Center's equipment and facilities and participation in Fitness Activities involve substantial risks of bodily injury, property damage, and other dangers associated with participating in such activities. Dangers peculiar to Fitness Activities normally engaged in include, but are not limited to, broken bones, strains, sprains, bruises, concussion, infectious disease, and heart attack.

Each participant attending or using the Fitness Center, using the Fitness Center's health or advisory services, or participating in Fitness Activities should realize that there are risks, hazards, and dangers inherent in such activities.

I understand that the Fitness Center recommends that I be examined by my physician before joining the Fitness Center, especially if I have a history of heart disease, and that I consult with my physician regularly during the time that I am engaging in Fitness Activities. I acknowledge that the employees of the Fitness Center are not licensed medical practitioners and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.

It is the responsibility of each participant to participate only in those Fitness Activities for which he/she has the prerequisite skills, qualifications, preparation, and training. The Releases (as defined below) do not warrant or guarantee in any respect the competency or mental or physical condition of any instructor or individual participant in any Fitness Activity. The Releases also do not warrant or guarantee in any respect the physical condition of any of the equipment used in connection with any Fitness Activity.

I hereby acknowledge and agree that attendance at, or use of, the Fitness Center, using any of the Fitness Center's health or advisory services, or participation in Fitness Activities involves an inherent risk of physical injury and/or damage to property. IN CONSIDERATION FOR BEING PERMITTED TO ACCESS THE FITNESS CENTER, USE THE FITNESS CENTER'S HEALTH OR ADVISORY SERVICES AND PARTICIPATE IN THE FITNESS ACTIVITIES AND FOR THE BENEFITS RECEIVED FROM PARTICIPATION IN THE FITNESS ACTIVITIES, I VOLUNTARILY ASSUME ALL RISKS OF DAMAGES OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR BY MY PROPERTY WHILE ATTENDING OR USING THE FITNESS CENTER, USING ANY OF THE FITNESS CENTER'S HEALTH OR ADVISORY SERVICES OR PARTICIPATING IN A FITNESS ACTIVITY.

RELEASE, COVENANT NOT TO SUE AND WAIVER For the sole consideration of being allowed to attend and use the Fitness Center, use any of the Fitness Center's health or advisory services or participate in the Fitness Activities for which, or in connection with which, The Fitness Center and/or Corporate Sports Unlimited, Inc. has made available any equipment, facilities, grounds or personnel for such activities, I hereby agree to release, relieve, covenant not to sue and forever discharge, indemnify, defend and hold harmless, and on behalf of myself and my heirs, representatives, executors, administrators and assigns do hereby release, relieve, covenant not to sue and forever discharge, indemnify, defend and hold harmless, The Fitness, Corporate Sports Unlimited, Inc., its owners or managers, their trustees, directors, officers, agents, employees, and volunteers ("Releases") of any and for all claims, demands, rights, liabilities, losses, expenses, and causes of action of whatever kind or nature (with the exception of gross negligence or willful misconduct), including but not limited to negligence, arising from and by reason of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from participation in, or in any way connected with or arising out of my attendance at or use of the Fitness Center, any of the Fitness Center's health or advisory services or my participation in any Fitness Activities. Further, I hereby release and discharge the Fitness Center from any and all liability for any loss, or theft of, or damage to personal property, including without limitation automobiles and the contents of lockers.

I HEREBY WARRANT THAT I HAVE READ THIS RELEASE IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS RELEASE RELEASES RELEASEES FROM LIABILITY AND CONTAINS AN ACKNOWLEDGEMENT OF MY VOLUNTARY AND KNOWING ASSUMPTION OF THE RISK OF INJURY OR ILLNESS.

I understand that this Release of Liability, Covenant Not to Sue, and Assumption of Risk ("Release") shall be effective unless and until Fitness Center receives written notice of revocation from me, which notice must be sent to the address listed above. I expressly agree that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia without regard to conflict of law principles.

Print Name _____

Signature _____

Date _____

Professionally
Managed By:



FITNESS CENTER AGREEMENT

This Fitness Center Agreement (the "Agreement") dated as of _____, (the "Effective Date") is entered into by and between Cousins (the "Owner"), whose address is 1000 Abernathy Rd. NE, Atlanta, GA 30328, the address of the building commonly known as Northpark, and the undersigned (the "Permittee") for the right or privilege to use the exercise facility, including the exercise equipment, improvements, furnishings, and fixtures therein situated, at Pulse Fitness (collectively, the "Fitness Center" or the "Facility").

1. **Term.** Subject to and upon the terms herein set forth, and the rules and regulations promulgated by Owner from time to time, Permittee shall have the right to use the Fitness Center. Owner may revoke the Permittee's right to use the Fitness Center at any time with or without cause, in Owner's sole discretion. In addition, this Agreement shall automatically terminate at such time as Permittee is no longer a tenant or an employee of a tenant of Owner. The term of this Agreement shall commence on the Effective Date and shall continue month to month, unless this Agreement is sooner terminated by Owner, or otherwise terminated in accordance with the terms set forth herein or otherwise extended by a written agreement by and between the Permittee and Owner.
2. **Use of Fitness Center**
 - a. **Fitness Center Rules.** Permittee shall use the Fitness Center in accordance with the rules and regulations promulgated by Owner (the "Rules") and posted at the Fitness Center. Any and all persons who participate in or use the Fitness Center or its services must be a Permittee in good standing. Any unauthorized persons discovered by Owner within the Facility will be deemed a trespasser and requested to leave the Fitness Center. Owner further reserves the right to close the Fitness Center during legal holidays. Permittee acknowledges that he or she has received a copy of the current Rules prior to entering into this Agreement and that he or she has read, understands, and agrees to the Rules which may from time to time be adopted by Owner, including but not limited to, the provisions of the Rules which may govern or affect the terms of this Agreement such as renewal or termination of Permittee. Permittee's failure to observe the rules and regulations shall, at Owner's election, result in the termination of Permittee's right to use the Fitness Center.
 - b. **Permittee's Responsibilities.** Permittee understands that the Fitness Center is not staffed, and Permittee assumes all risk and liability for the use of the Facility. The Fitness Center may be equipped from time to time with free weights, weightlifting machines, stationary bicycles, stair climbers, treadmills and other exercise equipment, lockers, and showers. In addition to the other responsibilities of the Permittee set forth herein or in the Rules, Permittee is responsible for becoming fully informed as to the function and operation of all exercise equipment, machines, apparatus, furnishings and fixtures within the Fitness Center prior to using the Fitness Center, and will exercise ordinary and reasonable care in his or her operation and use of the Fitness Center. In the event Permittee is not fully informed as to the function and operation of all exercise equipment, machines, apparatus, furnishing, and fixtures (the "Fitness Center Equipment") within the Fitness Center, Permittee shall be responsible for reviewing the equipment instruction brochures on file with Owner regarding the safe and appropriate use and operation of all Fitness Center Equipment prior to Permittee's use of the Fitness Center. In the event Permittee requires additional explanation regarding the use of the Fitness Center Equipment, Permittee, with Owner's prior written consent and at Permittee's sole cost and expense, may use a personal trainer who is certified by the National Academy of Sports Medicine or other similar association reasonably acceptable to Owner to explain the safe and appropriate use and operation of all Fitness Center Equipment prior to Permittee's use of the Fitness Center. Permittee agrees to use the Fitness Center Equipment for the purposes to which such equipment is intended and apparently designed to be used. Permittee agrees that Permittee's uses of the Fitness Center at all times will be within Permittee's own physical capabilities and limitation. Where instructions from the manufacturer, any independent instruction, or notices concerning use of the exercise equipment within the Fitness Center have been made available, Permittee agrees to follow such instructions in utilizing the Fitness Center. Permittee agrees and understands that using the Fitness Center involves

dangers of personal injuries such as muscle strain, as well as other dangers and injuries that cannot be foreseen, and that injury or death could result from his or her use of the Fitness Center. Use of the Fitness Center means that the Permittee has knowledge of and appreciates the risks involved with such use, including potential injuries, which may arise therefrom. Permittee shall be responsible for undertaking all reasonable steps to guard against injury to his or her self and to other persons or property within the Fitness Center or the premises of Northpark, and to prevent damage to the Fitness Center or any other property within Northpark. Permittee shall promptly notify Manager of any defective exercise equipment, as well as any damage to any Fitness Center Equipment. Permittee is responsible for safeguarding all valuables prior to entry, or while within the Fitness Center, and agrees that the lockers provided within the Fitness Center are designed for clothing and gym bags and that valuables are not secure in the Fitness Center. Owner is not responsible for lost or stolen items.

- c. Assumption of Risk. Permittee has personally conducted an inspection of the Fitness Center and hereby acknowledges that no security personnel, exercise consultant or other attendant shall be present in the Fitness Center. Permittee shall be solely responsible for his or her own safety and shall determine his or her own physical capabilities and limitation in using utilizing the Fitness Center. Permittee agrees that upon any use of, or presence within, the Fitness Center, Permittee is making an informed choice to use or be present within the Fitness Center and expressly assumes the risk of such use or presence. Permittee acknowledges that the American College of Sports Medicine advises that each Permittee, especially those 35 years of age and older, should consult his or her physician and follow such physician's recommendation before using the Facility or otherwise beginning any exercise program at the Fitness Center. Furthermore, if Permittee has a history of heart disease, Permittee should consult a physician before using the Fitness Center.

NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE USE OF THE FITENSS CENTER EQUIPMENT AND THE FITNESS CENTER, BY EXECUTION OF THIS AGREEMENT, PERMITTEE, ON BEHALF OF HIMSELF OR HERSELF, AND ANY AND ALL OF HIS OR HER FAMILY MEMBERS, MINOR CHILDREN, HEIRS, SUCCESSORS, ASSIGNS AND PERSONAL REPRESENTATIVES AND EACH OF THEM, (a) ACKNOWLEDGES THAT HE OR SHE IS VOLUNTARILY ENTERING THE FACILITY OR FITNESS CENTER TO ENGAGE IN USE THEREOF WITH KNOWLEDGE OF THE RISKS INVOLVED, AND (b) AGREES TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, DISABILITY, DEATH OR PROPERTY DAMAGE RELATED TO COVID-19, ARISING FROM PERMITTEE'S PRESENCE IN OR USE OF THE FACILITY OR THE FITNESS CENTER, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF OWNER OR OTHERWISE.

- d. Covid-19 Rider. Permittee acknowledges that this Agreement includes the Covid-19 Rider attached hereto and incorporated herein.

3. No Waiver. Permittee does hereby acknowledge that failure of Owner to enforce any Rules, or any conditions of Permittee's use of the Fitness Center or any of the Owner's rights under this Agreement or under law shall not be deemed or construed to be a waiver by Owner of its rights thereafter to insist upon the Permittee's compliance with all Rules adopted by Owner, from time to time, and with all terms and conditions of this Agreement.
4. Release. In consideration of the use of the Fitness Center Equipment and all other exercise and recreational facilities at the Fitness Center, Permittee, on behalf of himself or herself, and any and all of his or her family members, minor children, heirs, successors, assigns and personal representatives,, does hereby agree to release Corporate Sports Unlimited, Inc., Cousins Properties Incorporated, Cousins Properties LP, Cousins Realty Services, LLC, CPI Services LLC and any successor owner or manager of the building wherein the Fitness Center is located and their respective subsidiaries and affiliates, employees, officers, agents, contractors, contract managers, successors and assigns (collectively hereinafter, the "Released Parties") from liability for all injuries sustained by Permittee,

any loss or damages of any nature or kind and/or cost of liability resulting from any act or omission, including negligence of the Released Parties, in connection with the use of the Fitness Center by Permittee or others, including but not limited to injuries, loss, damages and/or liability arising out of or attributable to being exposed to or contracting Covid-19 or other infectious disease. Permittee agrees to indemnify and hold harmless the Released Parties from any loss, liability, damage or cost that they may incur from Permittee's presence at the Fitness Center or use of the Fitness Center, including but not limited to any liability or loss the Released Parties may be held responsible for because of any torts committed by the Permittee or any guest of Permittee, against the Permittee or against any other persons present at the Fitness Center or present within the premises of Northpark, and Permittee further agrees to reimburse the Released Parties for any damage that he or she may cause, or any guest of the Permittee may cause, to the Fitness Center or the asset or property of the Released Parties. It is intended that this release shall constitute a good sufficient and complete defense against any actions which might be brought by the Permittee or anyone acting on the Permittee's behalf or claiming by or through the Permittee alleging injury, loss or damage arising out of use of or presence within the Fitness Center. The execution and delivery of this release and indemnity is a material inducement for the rights granted to Permittee hereunder, and Permittee acknowledges that Owner is relying on this release and indemnity and that Owner would not grant rights to Permittee as provided herein in the absence of this release and indemnity. Permittee has signed this release and indemnity of his or her own free will and agrees with all terms and conditions.

5. Miscellaneous. By signing this Agreement, Permittee acknowledges that he or she has read this entire Agreement and fully understands and agrees to all terms and conditions of this Agreement and the Rules as amended from time to time. This Agreement shall inure to be the benefit of Owner, and the Released Parties and their respective successors and assigns. In consideration for being allowed to use the Fitness Center, Permittee hereby releases Corporate Sports Unlimited, Inc., Cousins Properties Incorporated, Cousins Properties LP, Cousins Realty Services, LLC, CPI Services LLC, their subsidiary and affiliate companies, as well as the employees, officers, directors and agents of such companies and any other designees of owner from any liability for claims concerning injuries, damages, or any other causes of action arising from the use of the Facility.

6. Limitation of Liability.

PERMITTEE'S SOLE AND EXCLUSIVE METHOD OF COLLECTING ON ANY JUDGMENT THAT PERMITTEE MAY OBTAIN AGAINST OWNER OR ANY OF THE RELEASED PARTIES, OR ANY OTHER AWARD MADE TO USER IN ANY JUDICIAL PROCESS REQUIRING THE PAYMENT OF MONEY BY OWNER OR ANY OF THE RELEASED PARTIES, SHALL BE TO PROCEED AGAINST THE INTERESTS OF OWNER IN AND TO THE BUILDING. NEITHER OWNER NOR ANY OF THE RELEASED PARTIES, NOR THEIR RESPECTIVE EMPLOYEES, AGENTS OR CONTRACTORS, SHALL HAVE ANY PERSONAL LIABILITY OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE.

PERMITTEE:

(Please click on the text boxes to enter, except signature)

Signed: _____

Name: (Typed)

Employer:

Suite Address:

Office Telephone Number:

Do you currently have an Access Card? (Y/N):

Gender for Locker Room Access (M/F):

Email Address:

Date:

In the event of an emergency, please contact:

Relationship and telephone number:

COVID-19 RIDER to FITNESS CENTER AGREEMENT

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The United States Center for Disease Control and Prevention (CDC), the State of _____ and local county health departments have recommended social distancing measures of at least six feet between people and have encouraged vulnerable people or persons with compromised immunities to avoid public gatherings and spaces. The medical knowledge and resulting restrictions and recommendations continue to evolve, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spreading the disease and contraction are unknown, and there is no known treatment, cure for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. Owner (as defined in the within and foregoing Agreement) cannot prevent Permittee from becoming exposed to, contracting, or spreading COVID-19 while entering into the Facility or utilizing the Fitness Center. It is not possible to prevent the presence of the disease or the possibility that Permittee may be exposed to COVID-19 while at the Facility or the Fitness Center. Therefore, if Permittee chooses to enter into the Facility and utilize the Fitness Center, Permittee may be exposed to and/or increasing his or her risk of contracting or spreading Covid-19.

ASSUMPTION OF RISK.

Permittee understands, and does hereby acknowledge, that he or she is aware of the contagious nature of the 2019 novel coronavirus disease commonly known as Covid-19 and other infectious diseases, and the risk that he or she may be exposed to or contract Covid-19 or other infectious diseases by being in the Fitness Center and engaging in use of the Facility. Permittee understands, and does hereby acknowledge, such exposure or infection may result in serious illness, personal injury, permanent disability, death or property damage.

Permittee understands, and does hereby acknowledge, that this risk may result from or be compounded by the actions, omissions, or negligence of others, including employees, agents and contractors of Owner. Permittee understands that Owner cannot guarantee that Permittee will not become infected with Covid-19 or other infectious disease while in the Facility or Fitness Center, and that being in the Facility or Fitness Center may increase the risk of Permittee's contracting Covid-19 or other infectious diseases. Permittee understands, and does hereby acknowledge, that the use of the Fitness Center and the Facility is of such value to Permittee that he or she accepts the risk of exposure to, contracting and/or spreading Covid-19 in order to utilize the Fitness Center and the Facility.

NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19, BY EXECUTION OF THIS AGREEMENT, PERMITTEE, ON BEHALF OF HIMSELF OR HERSELF, AND ANY AND ALL OF HIS OR HER FAMILY MEMBERS, MINOR CHILDREN, HEIRS, SUCCESSORS, ASSIGNS AND PERSONAL REPRESENTATIVES AND EACH OF THEM, (a) ACKNOWLEDGES THAT HE OR SHE IS VOLUNTARILY ENTERING THE FACILITY OR FITNESS CENTER TO ENGAGE IN USE THEREOF WITH KNOWLEDGE OF THE DANGER INVOLVED, (b) AGREES TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, DISABILITY, DEATH OR PROPERTY DAMAGE RELATED TO COVID-19, ARISING FROM PERMITTEE'S PRESENCE IN OR USE OF THE FACILITY OR THE FITNESS CENTER, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF OWNER OR OTHERWISE.

REPRESENTATIONS OF ENTRY: Permittee, by execution of this Agreement, acknowledges and agrees that Permittee shall be deemed to have made the following representations upon each and every entry into the Fitness Center or the Facility:

- Permittee is not then experiencing any symptoms of illness identified by the CDC as potential symptoms of Covid-19. Permittee does not have a fever or cough and is not experiencing any shortness of breath.
- Permittee does not have a suspected (regardless of whether testing has been sought) case of Covid-19.
- Permittee is not advised to quarantine in accordance with the CDC guidance (14 days following exposure to a confirmed case of Covid-19).

- Permittee has not been diagnosed with Covid-19 within the prior 10 days, and Permittee has not
 - experienced any fever within the prior 24 hours.
 - Permittee is not advised to isolate in accordance with the CDC guidance.
 - Permittee will follow the recommended CDC guidelines within the facility, including practicing social distancing and wearing a face covering.
- Permittee will notify Owner immediately upon being diagnosed with Covid-19 or instructed to isolate, if Permittee has been within the Fitness Center during the prior fourteen (14) day period.

At any time that any of the foregoing representations would be untrue, Permittee acknowledges and agrees that he or she will not enter the Fitness Center or use the Facility.

PERMITTEE:

(Please click on the text boxes to enter, except signature)

Signed:

Name:

(Typed)

Employer:

Suite Address:

Cell Telephone Number:

Email Address:

Date: