



## **FITNESS CENTER RULES AND REGULATIONS**

6380 S Fiddlers Green Circle, Greenwood Village, Colorado 80111

1. The term "Fitness Center" refers to the indoor exercise facility currently and the locker rooms currently located on the lower level.
2. The term "Manager" refers to Prime US-Village Center Station, LLC and Lincoln Property Company Commercial, Inc.
3. Use of the Fitness Center is solely at the User's risk.
4. The Fitness Center is for the use solely by the employees of tenants of 6380 S Fiddlers Green Circle, Greenwood Village, Colorado who have executed a Release for the use of the Fitness Center. Friends, family members and children are not eligible for Fitness Center privileges.
5. The Fitness Center and any equipment therein must be used in a safe and prudent manner, and equipment must not be misused.
6. Users of the Fitness Center must comply with all signs and notices posted at or about the Fitness Center from time to time by Manager.
7. All personal property must be removed daily before 6:00 p.m. Any personal property left in the lockers will be removed, with no liability accruing to it as a result thereof.
8. Users must furnish their own towels and toiletry articles.
9. Users will read and follow all instructions for proper equipment usage.
10. User will respect those working in the offices adjacent to, above and below the Fitness Center by limiting noise levels and not dropping weights.
11. Users listening to music or watching TV must be courteous to those around and use headphones.
12. Smoking and/or eating in the Fitness Center are prohibited and may result in revocation of access to use the Fitness Center.
13. From time to time, Manager may issue keys, cards or other evidence of entitlement to access use of the Fitness Center. Manager may charge for any such keys or cards and assess a reasonable fee for replacement thereof.
14. Manager may, with or without prior notice, close the Fitness Center or limit access to, or use of, the Fitness Center to perform maintenance or repairs.
15. Access to the Fitness Center will be during those hours posted by Manager, as they may be amended from time to time.
16. Injury to any person or damage to the Fitness Center should be reported immediately to Manager. User agrees to submit a written description of any such injury or damage to Manager within forty-eight (48) hours after the occurrence of such injury or damage.
17. These Rules and Regulations may be amended from time to time by Manager with any such amendment(s) effective upon posting of any amendment(s) at the Fitness Center. Users will respect and follow all stated rules and regulations of the Fitness Center. Failure to do so could result in suspension of privileges to utilize the Fitness Center.



FITNESS CENTER AND LOCKER ROOM RELEASE

I understand and agree that my use of the Fitness Center and Locker Rooms located at 6380 S. Fiddlers Green Circle, Greenwood Village, Colorado, ("Fitness Center") is undertaken at my sole risk, expense and responsibility. In consideration for my use of the Fitness Center, I and my heirs, executors, administrators, personal representatives, release, and waive any and all claims of every kind including, but not limited to, claims for bodily injuries, personal injuries, property loss or damage, negligence and attorneys' fees, whether known or unknown, foreseen or unforeseen, arising from the use of the Fitness Center. This release and waiver applies to the following entities who are referred to as "Released Parties" for the remainder of this document: PRIME US-VILLAGE CENTER STATION LLC, KBS REALTY ADVISORS, LLC and LINCOLN PROPERTY COMPANY COMMERCIAL, INC. and its officers, directors, partners, agents, employees, affiliates, successors and assigns; any owner(s) of the building in which the Fitness Center resides; my Employer and its directors officers, subsidiaries, partners, agents, employees, and successors and assigns; and any instructors or leaders of exercise classes or programs.

I understand and agree that Released Parties make no representations and warranties whatsoever with respect to the Fitness Center, including any warranty that the Fitness Center is safe, clean, free from disease or suitable for any particular purpose whatsoever, and I acknowledge that use of the Fitness Center is at my own risk. Released Parties shall have no responsibility to provide a monitor or security guard for the Fitness Center, and I acknowledge that Released Parties do not monitor the Fitness Center.

I have been provided a copy of and agree to comply with the present rules and regulations in force as of this date. I understand and acknowledge that failure to do so may result in termination of my access to the Fitness Center.

I understand and agree that the Released Parties shall not be responsible or liable to me for any articles, which are damaged, lost, or stolen in or about the Fitness Center or for any loss or damage to any personal property.

I understand and acknowledge that I have been strongly advised to have a complete physical examination before the commencement of my participation in any exercise activity or program at the Fitness Center, and that the use of the Fitness Center in any manner may cause physical injury or death, and that such use is solely at my own risk and expense.

I understand and agree that I am responsible for monitoring my own level of exercise and exertion and any risks involved in my use of the Fitness Center, and that any instructors or leaders of exercise classes or programs are not responsible for such monitoring.

I understand and authorize the Released Parties to obtain medical attention and/or services for me in the event I experience any adverse physical sign or symptoms, and release the Released Parties from any liability or claim relative to its obtaining these services. I further confirm that the Released Parties are under no obligation to obtain such services for me.

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPLICANT'S PRINTED NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

APPLICANT'S COMPANY NAME: \_\_\_\_\_ ACCESS CARD#: \_\_\_\_\_

APPLICANT'S COMPANY EMAIL ADDRESS: \_\_\_\_\_

FOR LOCKER ROOM

ACCESS, PLEASE CHECK ONE:                      MALE    or                      FEMALE

**HOURS OF OPERATION: MONDAY – FRIDAY: 6:00 A.M. TO 8:00 P.M. AND SATURDAY: 8:00 A.M. TO 1:00 P.M.**