

Fitness Center at 1845 Walnut Street, Philadelphia, PA 19103

Fitness Center Rules and Regulations

1845 Walnut Associates, Ltd. ("1845 Walnut") has established the following rules and regulations to make the Fitness Center located on the 6th floor (the "Fitness Center") of the building located at 1845 Walnut Street, Philadelphia, PA 19103 (the "Building") safe and enjoyable for all users. All Members (as defined below) are required to follow these rules and regulations in connection with their use of the Fitness Center. 1845 Walnut reserves the right to amend, update and/or alter the rules and regulations of the Fitness Center from time to time. Any and all amendments, updates or alterations shall be effective immediately and may be communicated to Members orally or in writing, including, by posting signs in the Fitness Center.

1. **The Fitness Center may be used only by employees of tenants of the Building ("Employees") who are over 18 and have signed a copy of the Fitness Center Rules and Regulations and Waiver of Liability (the "Agreement")**. All Employees must sign the Agreement **before** using the Fitness Center. For purposes of the Agreement, a "Member" is an Employee who has delivered a signed copy of the Agreement to 1845 Walnut and complied with the other membership terms established by 1845 Walnut, if any.
2. No visitors or guests of tenants or the Building may use the Fitness Center. No Member shall give another person access to the Fitness Center.
3. All equipment and facilities must be used strictly in accordance with their instructions.
4. No equipment may be removed from the Fitness Center.
5. Members are responsible for wiping down the cardio machines and other equipment after each use.
6. No food, beverage, gum or tobacco is permitted in the Fitness Center at any time with the exception of water in a plastic bottle or glass bottle with a protective sleeve or covering.
7. Proper attire (including shoes and shires) shall be worn at all times in the Fitness Center.
8. Cell phones may not be used in the Fitness Center except in an emergency situation.
9. Members shall be responsible for securing their personal belongings while using the Fitness Center. No clothes, towels or other personal belongings may be left in the Fitness Center after a Member's use. Landlord Entities (as defined below) are not responsible for any of the Members' personal belongings, including, without limitation, items left in the Fitness Center and/or any lost or stolen items.
10. Members may use the lockers in the Fitness Center solely while they are using the Fitness Center. Members may use their own locks to secure their personal belongings while using the Fitness Center. At the end of a Member's use of the Fitness Center, the Member's lock and personal belongings must be removed from the locker. If a Member's lock or personal belongings are not removed at the end of a Member's use of the Fitness Center, the lock and any and all personal belongings may be discarded. Building management is under no obligation to secure and/or store any personal belongings left in the Fitness Center.
11. Towel service will be provided to Members at no additional charge. Prior to leaving the Fitness Center, Members shall deposit their used towels in the designated bins.
12. Members may use the showers in the Fitness Center. Shower shoes or flip flops are recommended in all wet areas in the Fitness Center.
13. Any conduct by a Member that interferes with the use and/or enjoyment of the Fitness Center by other Members or disrupts or interferes with normal, safe and efficient operation of the Fitness Center is strictly prohibited.
14. A surveillance camera is located in the Fitness Center and monitored by Building management.
15. Members who are in violation of any of the rules and regulations of the Fitness Center, as determined by Building management in its sole and absolute discretion, may be subject to immediate expulsion and permanent loss of Fitness Center membership rights.

Waiver of Liability

I, the undersigned Member, hereby understand and acknowledge that my use of the Fitness Center may expose me to many inherent risks, including accidents, injury, illness or even death and there is no attendant in the Fitness Center. I understand that I should consult with a physician prior to engaging in any exercise program. I understand that I am using the Fitness Center at my own risk and shall assume full and complete responsibility for any and all injury, illness, damage or loss to me or my personal belongings that might result from the use of the Fitness Center, including, without limitation, any loss or left of any personal belongings.

I, THE UNDERSIGNED MEMBER, DESIRE ACCESS TO AND USE OF THE FITNESS CENTER. IN CONSIDERATION THEREFOR, I, FOR MYSELF, AND ON BEHALF OF MY HEIRS, PERSONAL REPRESENTATIVES AND EXECUTORS, HEREBY RELEASE AND FOREVER DISCHARGE 1845 WALNUT ASSOCIATES, LTD. AND RESOURCE REAL ESTATE MANAGEMENT, INC. AND THEIR RESPECTIVE AFFILIATES, AGENTS, SERVANTS, PARTNERS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "LANDLORD ENTITIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTIONS THAT COULD OTHERWISE BE BASED UPON MY DEATH, PERSONAL INJURY AND/OR ANY OTHER DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM MY ACCESS TO OR USE OF THE FITNESS CENTER. FURTHER, I AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND EACH OF THE LANDLORD ENTITIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES OR DAMAGES AND EXPENSES RELATED THERETO (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) ARISING DIRECTLY OR INDIRECTLY FROM MY ACCESS TO AND USE OF THE FITNESS CENTER.

I, the undersigned Member, acknowledge and agree to be bound by the Agreement, including, the Fitness Center rules and regulations, and any and all future changes to the Fitness Center rules and regulations.

I, the undersigned Member, acknowledge with my signature below that I have carefully read the Agreement and fully understand that the Waiver of Liability language above is a release of liability.

Name (printed)

Name (signature)

Date

Home Address

Personal Phone

Company Name

1845 Walnut St, Suite #

Business Phone

Emergency Contact Name

Emergency Contact Phone Number

Date