

300 North LaSalle

Fitness Center Rules and Regulations

300 North LaSalle contains a Fitness Center available for Tenants' use. The Fitness Center is located on the 2nd Floor and is equipped with basic cardiovascular machines and strength stations. There are men's and women's locker rooms with showers and lockers.

1. The Fitness Center will be open 24 hours a day 7 days a week. Please note, heat and air conditioning is provided from 8:00 a.m. to 8:00 p.m. Monday through Friday and 8:00 a.m. to 4:00 p.m. Saturdays, except holidays.
2. The Fitness Center is for the use of building employees only. Friends, relatives and visitors are not permitted in this facility.
3. Each tenant is responsible for controlling and monitoring access to these facilities, ensuring the access cards are issued only to an employee and prohibiting its employees from lending their access cards to non-employees.
4. All persons using exercise equipment and showers agree to do so at their own risk and agree to operate all equipment as intended and in accordance with the manufacturers' instructions.
5. Smoking in not permitted in the Fitness Center.
6. The lockers are intended to be used by fitness center members while they are present within the center. Security is instructed to open all lockers after 11:00 p.m. every night and place any contents not belonging to individuals in the Fitness Center at that time into lost and found.
7. The Building is not responsible for any items left in the Fitness Center. Please remember to take all belongings with you when you leave.
8. Television audio signals are broadcast to receivers located on the cardio machines. Please use your personal headphones to listen to the broadcast of your choice. The television stations are preset and can not be changed.
9. Glass containers and alcoholic beverages are not permitted in the Fitness Center.
10. All radios/walkmans must be used with headphones.
11. Appropriate attire must be worn in the Fitness Center at all times. If you are unsure of what is appropriate please contact the office of the building.
12. Landlord reserves the right to add, change or delete any Rule or Regulation herein contained and to change the method of operation to ensure maximum enjoyment of the facility.

The Fitness Center is for the enjoyment of all 300 North LaSalle's tenants and their employees. Please assist us in maintaining these facilities' cleanliness by disposing of all trash in the receptacles provided. Please report any problems to the Office of the Building.

Agreed: _____

Print Name: _____

Company: _____

Date: _____

Sex: M or F

Fitness Center Waiver and Release of Claims

I, _____ hereby request permission to use the Fitness Center located on the Second Floor of the building ("Building") known as 300 North LaSalle in Chicago, Illinois, together with any and all equipment and other facilities located therein (the "Fitness Center"). I understand and acknowledge that the Fitness Center is not a public facility, but rather is for the exclusive use of those individuals, such as myself, as are specifically authorized in writing by 300 LaSalle LLC ("Landlord") or its authorized representative to use the facility, and who read and sign this **WAIVER AND RELEASE**. I understand and acknowledge that there are risks associated with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Center, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Center without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I ACKNOWLEDGE AND AGREE THAT THE USE OF THE FITNESS CENTER, INCLUDING USE OF ALL EQUIPMENT LOCATED THEREIN, WILL BE ENTIRELY AT MY OWN RISK, AND NEITHER LANDLORD NOR ANY OF THE OTHER LANDLORD PARTIES (AS DEFINED BELOW) MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE FITNESS CENTER OR SUCH EQUIPMENT WHETHER PERTAINING TO THE QUALITY, CONDITION OF FUNCTIONALITY THEREOF OR OTHERWISE. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE FITNESS CENTER, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE against Landlord, the managing agent for the Building, and their successors (including any successor owner of, and any successor managing agent for the Building), assigns, affiliates, directors, officers, employees, members, owners, agents and partners or any of them (collectively, "Landlord Parties") for any and all losses, costs, expenses (including reasonable attorney's fees), damages or liabilities whatsoever of any nature, including bodily injury or death, arising out of my use of the Fitness Center or any equipment therein, all to the fullest extent permitted by law. I also agree that my use of the Fitness Center shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord (including any successor owner of the Building) or its authorized representative.

By: _____

Print Name: _____

Company: _____

Date: _____

Access Card: _____

Sex: M or F