



Fitness Center General Information

- Cardkey Access is programmed for one year as of January 1st
- There is a \$15 Annual Fee
- Fee is payable by check or money order only – no cash or credit cards will be accepted
Make check payable to: **IPX Metrowest Investors LLC**
- A *Waiver of Liability* Form must be signed and returned to the Transwestern Management Office prior to receiving your cardkey
- Access is for Members only, no guests are allowed and no persons under the age of 18 may use or enter the Fitness Center.
- Hours are 7:00 a.m. to 6:00 p.m. Monday through Friday
- Lockers are for daily use and all personal possessions must be removed after your workout session. Do not bring valuables to the Fitness Center. Building management and owner cannot be responsible for any lost or stolen items.
- Members must have an active cardkey in their possession for Fitness Center entry.

Fitness Center Etiquette

Maximize your enjoyment and efficiency when working out by following these guidelines:

- Always wipe equipment down with a towelette when you are finished using it. Dispensers are located throughout the Fitness Center
- Return all equipment to its proper place when you are finished using it
- Unless there is an emergency, refrain from using cell phones within the Fitness Center
- To keep cardio equipment in proper working order, machines must remain stationary
- Avoid monopolizing equipment and share with others
- Each user must keep noise levels to a minimum level acceptable for an office building environment. No audible radio or other electronic devices are permitted.
- Each user must also comply with all general Building rules and regulations.
- Personal trainers not contracted by owner or manager may not train clients within the Fitness Center.
- No outside fitness equipment of any kind is allowed in the Fitness Center.
- No food or beverages (except water) are allowed in the Fitness Center. No glass containers may be brought into the Fitness Center. **ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED.**

Please sign below to indicate that you have read and understand these policies.

Member Name

Badge #

Company

Date

Phone Number



MEMBER'S WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

MEMBER'S WAIVER

In consideration of permission to use the property, facilities, staff, equipment, services, and programs of the Metrowest Fitness Center today and on all future dates, to the fullest extent allowable under the law, I, for myself, my heirs, personal representatives or assigns, do hereby waive, release, and discharge Equus Investment Partnership XLP, IPX Metrowest Investors, LLC, Citizen's Bank of Pennsylvania, and Transwestern Commercial Services d/b/a Transwestern as agent for owner, as well as any successors, assigns, affiliates and subsidiaries, and any of their directors, officers, employees, managers, members, and agents (each a "Metrowest Party" and collectively, the "Metrowest Parties" from liability from any and all claims including, without limitation, personal injury, accidents or illnesses (including death), and property loss, arising out of or relating to use of The Metrowest Fitness Center's facilities premises, equipment, programs, or participation in activities, classes, and observations, regardless of whether any such claim results from the negligence or fault of any Metrowest Party. I further release, waive, discharge and covenant not to sue any Metrowest Party in connection with the provision any health and fitness related services and programs provided at the Metrowest Fitness Center.

Signature

Print Name

Date

MEMBER'S ASSUMPTION OF RISKS

I expressly acknowledge and agree that the very nature of physical activity associated with the use of the Fitness Center carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Metrowest Fitness Center includes facilities for and provides for activities such as weight lifting, running, aerobic activities, sporting activities, and fitness classes some of which activities involve (a) strenuous exertion using various muscle groups, (b) rapid movement involving speed and change of direction, and/or (c) sustained physical activity which places stress on the cardiovascular system.

While specific risks vary from one activity to another, risks include, without limitation: (i) minor injuries such as scratches, bruises, and sprains; (ii) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (iii) catastrophic injuries including paralysis and death. Members must obtain approval from their physician prior to commencing or modifying an exercise program.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by The Metrowest Fitness Center's facilities and programs. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I ACKNOWLEDGE THAT MY USE OF THE FITNESS CENTER IS COMPLETELY AT MY OWN RISK, AND THAT MY USE OF THE FITNESS CENTER SHALL BE IN THEIR "AS IT, WHERE IS" CONDITION AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, ON THE PART OF METROWEST PARTIES, OR ANY OTHER PERSON OR ENTITY, CONCERNING THE CONDITION OF THE FITNESS CENTER, OR ANY OTHER MATTER WHATSOEVER, WHETHER RELATED OR UNRELATED. I HEREBY FOREVER RELEASE, WAIVE AND DISCHARGE MetroWest Parties, and their respective partners, members, managers, and affiliates and the officers, directors, employees, agents, representatives, shareholders, and contractors of any of the foregoing (individually and collectively "Releasees"), of and from any and all losses or damages, and an and all claims, demands, actions, suits or liabilities on account of or relating in any way, whether directly or indirectly, to any injury or illness or death sustained by me or any loss of or damage to my property, occurring while I am in any way using the Fitness Center or in the Fitness Center for any purpose or which otherwise arises from or relates in any way, directly or indirectly, to the Fitness Center or my use of or activities in the Fitness Center (including, but not limited to, personal injuries or death suffered by me arising from my use of the fitness or exercise equipment, saunas, showers or dressing areas, and damage, theft or loss of my property located or stored in the lockers or other portions of the Fitness Center) ,or my violation of this Agreement, in each case WHETHER OR NOT ARISING FROM THE NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR STRICT LIABILITY OF ANY OF THE RELEASEES, IT BEING MY INTENTION THAT THE FOREGOING RELEASE APPLY EVEN TO THE NEGLIGENCE (WHETHER SIMPLE OR GROSS) AND STRICT LIABILITY OF THE RELEASEES.

Signature

Print Name

Date

MEMBER'S SEVERABILITY

I further expressly agree that the foregoing Waiver and Assumption of Risks are intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and if any portion thereof is held invalid, it is agreed that the balance will continue in full legal force and effect to the maximum extent permissible.

Signature

Print Name

Date

MEMBER'S INDEMNIFICATION AND HOLD HARMLESS

I also agree to INDEMNIFY AND HOLD HARMLESS the Metrowest Parties from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including, without limitation, attorneys' fees arising out of or relating to my use of or involvement at The Metrowest Fitness Center and to reimburse them for any such expenses incurred.

Signature

Print Name

Date

MEMBER'S ACKNOWLEDGEMENT OF UNDERSTANDING

I have read this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature

Print Name

Date