



Member Name: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Building Access Card #: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

#### HEALTH CLUB AGREEMENT & RELEASE

THE PARTIES: This Health Club Agreement & Release (the "Agreement") is entered between CBRE, Inc. (the "Manager") and (the "Member"), an employee of \_\_\_\_\_ (the "Employer"), which Employer is a tenant in Building \_\_\_\_\_ Suite # \_\_\_\_\_ of that certain building located at \_\_\_\_\_ Summit Boulevard, Atlanta, Georgia 30319 (the "Building") owned by Perimeter Summit 1 Owner, LLC (the "Owner") regarding certain health club facilities located in the 1001 Building and provided as an amenity for tenants of the Perimeter Summit buildings and their employees (the "Health Club").

DESCRIPTION OF MEMBERSHIP: By signing this agreement and paying the Activation Fee set forth below, Member shall be entitled to use the Health Club subject to all the terms and conditions contained herein and such additional terms and conditions as Manager or Owner, in their sole discretion, may institute from time to time.

LENGTH OF MEMBERSHIP: This membership shall be activated upon the receipt by Manager of this Agreement signed by Member and the Activation Fee referenced below, and shall expire automatically, without any notice or documentation to Member (1) on the date Member is no longer employed by Employer, or (2) on the date Employer no longer leases and occupies space in the Building. In addition, either Manager or Owner may suspend or revoke Member's privileges to use the Health Club at any time if Member fails to comply with the terms of this Agreement. Additionally, Member may terminate this Agreement at any time by providing written notice of such termination to Manager at the address set forth below.

In consideration of Owner's making the facilities located in the Health Club available for use by Member, Member hereby acknowledges and agrees as follows:

1. Activation of Membership. Upon execution of this Agreement and the payment of the Activation Fee set forth below, Member shall be entitled to use the Health Club in compliance with the terms and conditions of this Agreement.



2. Activation Fee. Contemporaneously with Member's delivery of this Agreement to Manager, Member shall also deliver to Manager a check made payable to Perimeter Summit 1 Owner, LLC (the "Owner") in the amount of \$100.00 (the "Activation Fee"). The Activation Fee is a one-time, non-refundable fee to compensate Owner and Manager for their administrative expenses incurred in activating this membership. Upon activation of this membership, Member's access card for the Building will be specially activated to permit Member to access the Health Club electronically during the Hours of Operation of the Health Club set forth below. Upon any termination of this Agreement, Member's access card will be deactivated for access to the Health Club.
3. Hours of Operation. The Health Club is open and available for use by Members from 5:30 am to 7:00 pm Monday through Friday, not including legal holidays recognized by the Building (the "Hours of Operation").
4. Assumption of Risk. MEMBER IS SOLELY AND COMPLETELY RESPONSIBLE FOR HIS OR HER OWN SAFETY WHILE USING THE HEALTH CLUB, AND MEMBER AGREES TO USE THE HEALTH CLUB AT MEMBER'S SOLE RISK. Member understands and agrees that neither Manager nor Owner are in the business of, nor do they have any experience in, operating exercise and fitness facilities. The Health Club is an unstaffed facility made available for Member's use at Member's sole risk. The Health Club will not be actively supervised by Manager, Owner or any of their agents or employees, although Manager and Owner expressly reserve the right to install video monitoring equipment in and about the Health Club, at Manager and Owner's sole election. Member will not look to Manager or Owner for assistance or expertise in any manner whatsoever involving the Health Club.

In addition, Member acknowledges that novel coronavirus ("COVID-19") infections have been confirmed through the United States, including cases in Georgia. In accordance with the most recent guidance and protocols issued by the World Health Organization ("WHO"), the Centers for Disease Control and Prevention ("CDC"), the Georgia Department of Public Health ("DPH"), for slowing transmission of COVID-19, the Member hereby agrees, represents, and warrants that the Member shall not visit or utilize the Health Club within fourteen (14) days after (i) returning from highly impacted areas subject to a CDC level 3 Travel Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has suspected or confirmed case of COVID-19. The CDC Travel is continuously updating this list and the Member agrees that they are aware of this list and countries listed. The Member agrees to check the CDC Travel Notices list prior to utilizing the Health Club on a daily basis if necessary. The Member hereby agrees, represents, and warrants that the Member shall not visit the Health Club if he or she (i) experience symptoms of COVID-19, including without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The Member agrees to notify Manager immediately if he or she believes that any of the forgoing access/use restriction may apply.



5. Release. Member expressly agrees that Owner, Manager, Employer and all of their officers, directors, employees and agents shall not be liable for any injuries, damages or losses of any type originating from personal injuries sustained by Member in, on or about the Building or the Health Club or as a result of using the Health Club and the equipment therein. Member assumes full responsibility for any injuries, illness or death (including contracting COVID-19), damages or losses which may occur to Member in, on or about the Building or the Health Club, and Member does hereby fully and forever release and discharge Owner, Manager, Employer and all of their officers, directors, employees and agents, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the Member's use or intended use of the Health Club and equipment therein.
6. Member's Representations. Member warrants, represents and agrees that he or she is in good physical condition and has no disability, impairment or ailment preventing him or her from engaging in active or passive exercise or that will be detrimental to his/her health, safety, comfort or physical condition if he/she does so engage or participate. If Member has a history of heart disease or any other potential problem with respect to a health or physical condition, Member shall consult a physician with respect to his or her exercise program before using any of the Health Club equipment, and obtain a written medical release from the treating physician authorizing Member to engage in exercise activity. Member agrees that he or she will not use the Health Club with any open cuts, abrasions, open sores, infections or the like, and that Member shall comply with local public health requirements. Manager shall have the final judgment in this matter, and may deny Member access to the Health Club.
7. Personal Property. Each Member is responsible for his or her own personal belongings while using the Health Club. Although daily use lockers are provided for the use and convenience of Member, Owner and Manager shall not be responsible for damaged, lost or stolen articles of clothing or any other personal property of Member while in the Health Club, and Member waives any claim for loss of personal property while using the Health Club, even if such property is located in a daily use locker. The daily use lockers are provided for use only while Member is using the Health Club, and Member shall remove all personal property and locks from the lockers while Member is not using the Health Club. Any lock or property left in a daily use locker by Member after the Hours of Operation of the Health Club shall be deemed abandoned, and Manager may move or dispose of such property at Manager's sole discretion.
8. Rules and Regulations. Member agrees to abide by all rules and regulations in effect for the Building and to conduct himself or herself in a quiet and well-mannered fashion when in or around the Health Club so as not to interfere with the enjoyment and effective use of the Health Club by other Members, or which would interfere with the use by tenants of the Building of their premises and the common areas of the Building. Under no circumstances will Member use foul, loud, abusive or slanderous language, or harass, molest or badger other Members. Member agrees to abide by all rules and regulations implemented by



Manager or Owner for the use of the Health Club, and all of the terms and conditions contained herein. Manager and Owner reserve the right to amend or add to the rules and regulations for the Health Club as they deem necessary for the proper management of the Health Club, and to terminate this Agreement and cancel any and all rights to use the Health Club should Member fail to abide by such rules and regulations or the terms and conditions of this Agreement. Manager and Owner's decisions on all issues involving the Health Club shall be final.

9. Operation of Equipment. Membership includes use of all of the Health Club's facilities. Manager or Owner shall have the right to add, change, remove, move, eliminate or modify the equipment, facilities or services in the Health Club in any manner deemed necessary. Member agrees to operate the equipment located in the Health Club properly and to avoid careless or dangerous use of equipment. Under no circumstances shall Member move exercise equipment in any manner not authorized in writing by Management. Member agrees to immediately report to Manager any malfunction, problem or damage to the equipment. Towels and soap are not provided by the Health Club, and are the responsibility of Member for his or her own personal use. Member shall wipe down each piece of exercise equipment after Member's use.
10. No Guests. **NO GUEST OF MEMBER WILL BE ALLOWED IN THE HEALTH CLUB. ANY PERSON USING THE HEALTH CLUB MUST BE AN EMPLOYEE OF A COMPANY THAT HAS A VALID LEASE AT THE BUILDING. MEMBERSHIP DOES NOT INCLUDE FAMILY MEMBERS. MEMBERS WILL NOT PROVIDE ACCESS TO THE HEALTH CLUB FOR ANYONE ELSE. ANY VIOLATION OF THIS RULE IS CAUSE FOR MEMBERSHIP TERMINATION.**
11. Non-Transferability. This membership may not be transferred or assigned by Member for any reason whatsoever and is for Member's individual use only.
12. Attire. Member is expected to wear athletic attire while using the Health Club that is consistent with the Health Club being located in a Class A office building. Leotards and tights, sweat suits or gym shorts and suitable tops are required for women. Men are required to wear sweat suits or gym shorts with a tee shirt. Men and women are further required to wear sweat socks and soft-soled gym shoes at all times in the exercise area. Member shall not loiter or use the other common areas of the Building while in athletic attire except when entering and exiting the Building.
13. Food: Beverages: Smoking. **THERE SHALL BE NO SMOKING OR ALCOHOLIC BEVERAGES ALLOWED IN ANY PART OF THE HEALTH CLUB.** With the exception of plastic water or sport drink bottles, no beverages are permitted in the Health Club, and no food or glass containers of any kind are permitted in the Health Club.
14. Notices. Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be effectively given or delivered if hand delivered to the addresses for Member and Owner/Manager stated below, or if sent by certified United



States Mail, return receipt requested, or if sent by receipted overnight delivery service to said addresses. Notice effected by hand delivery or receipted overnight delivery service shall be deemed to have been received upon the earlier of actual receipt or refusal thereof. Any notice mailed shall be deemed to have been received upon the earlier of (a) actual receipt, (b) refusal thereof, or (c) three (3) days after mailing of same. Either party shall have the right to change its address to which notices shall thereafter be sent, and the party to whose attention such notice shall be delivered, by giving the other party notice thereof in accordance with the provisions of this paragraph. Until such time as either party shall change its address for notices, notices shall be forwarded to Member at the address of Member's Employer in the Building set forth above, and notices shall be forwarded to Owner and Manager as follows:

To Owner and/or Manager:  
Perimeter Summit 1 Owner, LLC  
c/o CBRE, Inc.  
2002 Summit Blvd, Suite 200  
Atlanta, Georgia 30319  
Attention: Property Manager

Member has read and understands this Agreement and by Member's signature below agrees to abide by the terms and conditions of this Agreement.

Signature of Member: \_\_\_\_\_

Printed Name of Member: \_\_\_\_\_

Date: \_\_\_\_\_