

Fitness Center Registration Form

(Please print and return to the Office of the Building - suite 1075.)

Personal Info	Date		18 yrs or older <input type="checkbox"/> Yes <input type="checkbox"/> No	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
	First Name	MI	Last	
	Email Address	Work Phone	Alt Phone <input type="checkbox"/> Home <input type="checkbox"/> Mobile	
	In the event of an emergency contact		Contact Phone	

Employer Info	Employer Name	Employer Phone
	Employer Address	
	Employer Contact Name	Contact Phone
	Email Address	

For Office Use Only

Start Date	Card Number
Waiver signed by Employee <input type="checkbox"/> Yes <input type="checkbox"/> No	Waiver signed by Employer <input type="checkbox"/> Yes <input type="checkbox"/> No
Information in System <input type="checkbox"/> Yes <input type="checkbox"/> No	Activation Fee Received <input type="checkbox"/> Yes <input type="checkbox"/> No

Notes:

REGISTRATION/WAIVER OF LIABILITY

FOR USE OF THE FITNESS CENTER, 20 SOUTH CLARK STREET

In exchange for the privilege to use the exercise and weight training facilities and equipment located in the building commonly known as 20 South Clark Street, Chicago, Illinois (hereinafter referred to as "Fitness Center"), I hereby register as a participant with payment by personal check of a one-time fifty dollar (\$50.00) registration fee tendered to SOT South Clark, LLC herewith and certify and agree as follows:

1. I am in good physical condition and able to use the Fitness Center and to participate in exercise and fitness activities available through or at the Fitness Center from time to time ("Fitness Services"). I have personal knowledge and have consulted with my physician regarding the risks and dangers of athletic and physical activities and acknowledge that I am participating in same at my own risk. I will not use the Fitness Center or Fitness Services with any medical condition which would put my or anyone else's health, safety or welfare at risk and will not use the Fitness Center and Fitness Services when I have open cuts, abrasions, sores, infections, maladies or an inability to maintain personal hygiene, if such condition would pose a threat to my or anyone else's health, safety or welfare. I agree to use the Fitness Center in accordance with all applicable public health requirements. I acknowledge that it is my responsibility to consult with a physician to determine if any threat of these medical conditions exists and if so, whether such condition poses such a threat.
2. I HEREBY INDEMNIFY AND HOLD HARMLESS SOT SOUTH CLARK LLC AND ITS AGENT, M & J WILKOW PROPERTIES, LLC., AND EACH OF THEIR MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS, FROM ANY CLAIMS, DEMANDS OR CAUSES OF ACTION, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, WHETHER CAUSED DIRECTLY OR INDIRECTLY, PROXIMATELY OR REMOTELY, RELATING TO PERSONAL INJURIES OR HARMS OR AGGRAVATION OF SAME OR LOSS OR DAMAGE TO PROPERTY, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEYS' FEES OF DEFENDING AGAINST SUCH CLAIMS, DEMANDS OR CAUSES OF ACTION, ASSERTED AGAINST ANY OF THEM BY ANY PERSON OR ENTITY ARISING OUT OF MY CONDUCT OR USE OF THE FITNESS CENTER OR THE FITNESS SERVICES OFFERED THEREBY.
3. I AGREE THAT MY PHYSICAL EXERCISE, ACTIVITY OR USE RELATIVE TO THE FITNESS CENTER SHALL BE AT MY OWN RISK, INCLUDING, WITHOUT LIMITATION, THE USE OF THE EXERCISE ROOMS, LOCKER ROOM OR ANY EQUIPMENT IN THE FITNESS CENTER. I ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS TO MY PERSON OR PROPERTY THAT MIGHT RESULT FROM SUCH EXERCISE, ACTIVITY OR USE. I RELEASE AND DISCHARGE SOT SOUTH CLARK LLC. AND ITS AGENT, M & J WILKOW PROPERTIES, LLC, AND EACH OF THEIR MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, WHETHER CAUSED DIRECTLY OR INDIRECTLY, PROXIMATELY OR REMOTELY, RELATING TO PERSONAL INJURIES OR HARMS OR AGGRAVATION OF SAME OR LOSS OR DAMAGE TO PROPERTY, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEYS' FEES OF DEFENDING AGAINST SUCH CLAIMS, DEMANDS OR CAUSES OF ACTION, ARISING OUT OF MY CONDUCT OR USE OF THE FITNESS CENTER OR PARTICIPATION IN FITNESS SERVICES, WHICH I MIGHT OTHERWISE BRING AGAINST THEM OR WHICH MAY BE BROUGHT AGAINST THEM ON MY BEHALF, ALL SUCH CLAIMS, DEMANDS OR CAUSES OF ACTION BEING HEREBY WAIVED. THIS WAIVER AND RELEASE OF CLAIMS, LIABILITIES AND CAUSES OF ACTION INCLUDES, WITHOUT LIMITATION, THOSE ARISING OUT OF OR IN CONNECTION WITH ANY INJURY, ILLNESS, DAMAGE OR LOSS WHICH MAY OCCUR AS A RESULT OF (A) MY USE OF THE FITNESS CENTER OR ANY EXERCISE EQUIPMENT THEREIN WHICH MAY MALFUNCTION OR BREAK FOR ANY REASON, INCLUDING IMPROPER MAINTENANCE,

(B) ANY INSTRUCTION OR SUPERVISION, OR LACK THEREOF, (C) MY SLIPPING, FALLING OR OTHER ACCIDENT WHILE IN OR ABOUT THE FITNESS CENTER, (D) THE CONDUCT OF OTHER PERSONS IN THE FITNESS CENTER, (E) THE CONDUCT OF ANY INDEPENDENT CONTRACTOR, (F) THE LOSS OF ANY PERSONAL PROPERTY, (G) ANY OCCURRENCE IN THE BUILDING IN WHICH THE FITNESS CENTER IS LOCATED, AND (H) ANY OTHER LOSS OR INJURY I DIRECTLY OR INDIRECTLY INCUR AS A RESULT OF USE OF OR PRESENCE IN THE FITNESS CENTER OR PARTICIPATION IN FITNESS SERVICES. I ACKNOWLEDGE CAREFUL READING OF THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A WAIVER AND RELEASE OF LIABILITY.

4. THE FOREGOING INDEMNITY, WAIVER AND RELEASE COVENANTS ARE MADE VOLUNTARILY AND ARE INTENDED TO BE BINDING UPON ME AS WELL AS MY PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, AGENTS AND ASSIGNS.
5. I understand that there will be no surveillance, security or other personnel provided in the Fitness Center to protect me from third parties or other harm, and I enter and use the Fitness Center with such knowledge at my own risk.
6. I acknowledge that I have received and read the Rules and Regulations attached hereto governing the use of the Fitness Center and equipment thereof, and I agree that I will fully comply with these Rules and Regulations as they are amended from time to time by SOT South Clark, LLC. The undersigned confirms that he/she is a salaried employee of _____
_____.

Signature

Print or Type Name

Company and Suite Number

Personal Cardkey Number

The undersigned, (Contact person, e.g. Office Manager, Senior Officer, etc. of the Tenant set forth in Paragraph 6 above), confirms that the individual listed above is a salaried employee of Tenant.

Signature

Print or Type Name

Company and Suite Number

FITNESS CENTER RULES & REGULATIONS

Our primary goal is to ensure that, with respect to the Fitness Center, all tenants and their employees enjoy a clean and safe environment during the Building's normal hours of operation (Monday through Friday, Holidays excepted). To achieve this goal, we ask all tenants and their employees to abide by the following rules and regulations:

FITNESS CENTER HOURS AND ACCESS:

1. The Fitness center is open from 6:00 am to 8:00 pm daily, Monday through Friday (Holidays excepted), for use by tenants and their employees only, with card key access. Keycards are programmed to open the main entrance door and the appropriate men's or women's locker room door. For this reason, Keycards should be retained in your possession at all times when in the Fitness Center. Each individual will be issued a Keycard for their own personal use and such Keycards may not be loaned to or used by any other person. Damaged, lost or stolen Keycards will be replaced for a non-refundable fee of \$12.00.
2. Users must enter and exit the Fitness Center through the designated entrance and exit, posted with ENTER ONLY and EXIT ONLY signage.

GENERAL RULES:

1. Each individual must complete and file with the Management Office of the Building a Liability Waiver PRIOR to using the Fitness Center. There will be no exceptions to this rule.
2. In accordance with the CITY OF CHICAGO Guidelines, it is recommended that unvaccinated users wear a face covering at all times inside the Fitness Center and Locker Rooms.
3. **Self Health Screening.** Users shall conduct a self health screening prior to entering the fitness center or locker rooms. Users shall screen themselves for the following symptoms, and if any of these symptoms exist, user shall not enter the facilities
 - Temperature of 100.4F or higher
 - Cough, shortness of breath, or difficulty breathing
 - Chills
 - Muscle pain
 - New loss of taste or smell
 - Have a known respiratory condition
4. All tenants and employees are advised to be mindful of their personal fitness limits and to exercise at levels and paces that are appropriate to them. All tenants and employees are encouraged to have a thorough physical examination completed by a physician BEFORE starting an exercise regime at the Fitness Center.
5. No one under the age of 18 is allowed in the Fitness Center.
6. All tenants and employees will have access to television audio jacks located on the cardio machines. Please use your personal headphones to listen to the broadcast of your choice. Please turn off the television on the cardio machine when your workout is complete.
7. Use of cell phones, I-Pads, Laptops and any other communication and messaging devices is not allowed in the Fitness Center. All phone calls and text messaging must be conducted within the business premises of tenants. I-Pods, MP3 players, Walkmans and Discmans are permitted provided that the volume is only emitted through the headphones used by the individual. Please refrain from taking photos of individuals within the Fitness Center.

9. Restrooms and supplies are provided for tenant and their employees benefit. Please keep these areas clean and report low product supplies to the Management Office.
10. All tenants and employees are expected to act in a courteous and respectful manner. Profanity, yelling, rude, destructive or boisterous behavior will not be tolerated.
11. All tenants and employees are encouraged to immediately report Fitness Center abuses to the Management Office. Usage privileges may be revoked for inappropriate behavior, unauthorized guests or for equipment abuse.

EQUIPMENT USE:

1. Do not leave equipment lying around the weight room where someone could trip over it. Re-rack weights and return all other accessories to their proper locations when finished.
2. Each individual is responsible for removing the weight plates that he/she has used on the plate-loaded machines; and returning all plates, dumbbells, barbells, and other equipment to the proper storage places.
3. Always use the collars that prevent weights from falling off the barbells. Be sure to wear a weightlifting belt on exercises that place stress on your lower back, such as bent-over lifts like squats, or barbell rows. It is recommended that, for safety purpose, a spotter be used when utilizing the free weight equipment.
4. Ease weights into position on the machines and do not allow them to slam down. Be sure to keep your hands away from the chains, cams, pulleys, and weight plates of exercise machines when they are in use. Also, when selecting the weight for a machine exercise, be sure to push the pin in all the way.
5. **Sanitization of Equipment.** Users are responsible for sanitizing each piece of equipment before and after each use, using the provided antiseptic wipes. Please put soiled hand towels in the basket by the locker rooms and used antiseptic wipes in the trash can before exiting the Fitness Center.
6. Allow others to work in or take turns on the equipment. There is a 30-minute time limit on all cardio equipment. Please do not monopolize equipment while others are waiting or during peak times.
7. All fitness equipment and hand towels are the property of the Building and are not to be removed from the Fitness Center. Removing equipment or towels from the Fitness Center without permission is stealing.
8. All tenants and employees should report any equipment malfunctions to the Management Office.
9. Water or sports drinks may be consumed from closed plastic containers with lids. Food is prohibited in the Fitness Center. All empty plastic bottles should be placed in proper refuse containers. Any spills must be cleaned up immediately, or reported to the Management Office immediately.

ATTIRE:

1. Proper work out attire is required. This includes a shirt, shorts or pants and sneakers. No street clothes, jeans, clothing with offensive wording or revealing clothing is permitted. Bare feet are not permitted. No loose jewelry or scarves. Management Office staff reserves the right to determine what appropriate athletic attire is.
2. Please use restrooms/locker area for changing into exercise attire.
3. Open-toed sandals and boots are not permitted on equipment. During the winter season, members are encouraged to bring separate footwear for use in work out areas to keep the fitness floor areas dry.

FOR YOUR SECURITY AND SAFETY:

1. Gym bags, coats, laptop computers, cell phones or other valuable items are not permitted around the equipment. Please secure your personal belongings in a locker or consider leaving them in your business premises. Tenants and employees are fully responsible for personal items that are lost, stolen, or damaged at the Fitness Club, and Landlord bears no responsibility therefor.
2. Lockers are available free to all tenants and employees on a first-come, first-filled basis. If the locker is closed, it is in use. If it is open, it may be utilized while you are within the Fitness Center. Security will be instructed to open all lockers after 8:00 pm each night (and to remove any locks in place, forcibly if necessary) and place any contents in the lost and found located in the management office of the building (currently Suite 1075).
3. In the event of an emergency, please dial 9-1-1 and give the operator this address: 20 South Clark Street, Chicago, Illinois and your location within the Building. After contacting emergency personnel, please contact the Management Office at 312-726-0711.

Failure to abide by any of the above-referenced rules and regulations may result in loss of usage privileges. The Management Office reserves the right to refuse admittance and/or expel from the Fitness Center any person who fails to comply with the above health and safety regulations. The Management Office also reserves the right to charge members for the replacement or repair cost of any damages arising from misuse or abuse of equipment. On behalf of the Landlord, we thank you in advance for your cooperation in helping us maintain our Fitness Center in an optimum condition. We hope you enjoy using this clean, safe, healthy and friendly environment! Feel free to ask questions or make suggestions!

I acknowledge that I have received and read the Rules and Regulations attached hereto governing the use of the Fitness Center and equipment thereof, and I agree that I will fully comply with these Rules and Regulations as they are amended from time to time by SOT South Clark, LLC. The undersigned confirms that he/she is a salaried employee of _____

Signature

Print or Type Name

Personal Cardkey Number