BANYAN STREET
CAPITAL

Fitness Center Waiver

Member Name: _____

Company: _____

Phone Number: _____ Access Card Number: _____

Email Address: _____

Locker Room Access (Please Check One): ☐ Female ☐ Male

Completed forms must be submitted to Vanessa Harris at vharris@banyanstreet.com.

Waiver of Claims: By executing this Agreement, the undersigned (the "Member") acknowledges and agrees that participation in the *Satellite Place Fitness Center* (the "Facility"), its programs or activities, including any outside activities or events sponsored by the Facility and any transportation provided by the Facility, is voluntary and at the Member's own risk, and in consideration for the Member being permitted to use the Facility, the Member releases and discharges the Facility, it's Owners (including without limitation Banyan Street/ GAP Satellite Place 300 Owner LLC, hereinafter referred to as "Owner") and agents, the Owners of any equipment available for use in the Facility (which may be other than the Owner of the Facility) and their respective partners, members, principals, officers, directors, agents, employees, contractors, successors and assigns (collectively, the "Released Parties") from, and agrees to hold any and all of the Released Parties harmless against any claim, demand, liability, cause of action or suit of any kind of nature, whether resulting from the negligence of the Released Parties or otherwise (including without limitation, strict liability) arising out of, resulting from or incident to Member's use or occupancy of; or participation in the Facility, any of its equipment, facilities, programs activities or events, or any transportation provided by the Facility or any employees of the Facility or its owner (collectively, "Released Liabilities"). Member waives any claim it may have against the Released Parties in connection with any of the Released Liabilities and agrees not to sue or make any claims of any nature whatsoever in any court, agency, or other forum or proceeding against any Released Parties in connection with any of the Released Liabilities. The Member further agrees that neither the Facility nor any other Released Parties shall be responsible or liable to Member for any articles damaged, lost or stolen in or about the Facility or in lockers; or for loss or damage to any property, including but not limited to, automobiles and the contents thereof.

Informed Consent: As a participant in any fitness program administered by or located in the Facility, I recognize that a fitness program and the use of the exercise equipment and other facilities provided by the Facility entails some risk of accidental bodily injury, property damage, and other risks associated with participating in such programs and fitness activities. Risks may include, but are not limited to, strains, sprains, bruises, broken bones, concussion and infectious disease. I further recognize that the reaction of my cardiovascular system to exercise activities cannot be predicted with complete accuracy. I also understand that during or following periods of exercise, it is possible for any individual to develop abnormalities of blood pressure, heart rate, ineffective heart function or, in rare instances, heart attack or cardiac arrest.

NOW, THEREFORE, in consideration of the right to use the Fitness Center, and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Member covenants and agrees as follows:

1. Represents that Member is in good physical condition and able to use the exercise equipment and the related shower and restrooms (collectively "Equipment") provided on the 1st floor of the building (the "Facility") known as SATELLITE PLACE, 3237 Satellite Blvd, Duluth GA 30096 ("Premises").

2. All members are strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any program of strenuous new activity. If a member has a history of heart disease, he should consult a physician before joining the Facility. The Facility reserves the right to deny membership or require a physician's approval for any person deemed to be an exercise risk because of cardiovascular disease or any other health problem.

3. Member acknowledges that a fee will not be charged for the use of the Fitness Center or facilities. Notwithstanding the foregoing to the contrary, Owner reserves the right to charge a fee at any time upon at leastthirty (30) days' prior notice to Member and/or to require Member to execute a membership application agreement regarding its membership in and use of the Fitness Center.

4. The undersigned agrees not to utilize any portion of the Equipment which the undersigned does not fully understand or if the undersigned is not in good physical condition and fully able to use such equipment.

5. Member agrees that he/she will not use the Fitness Center with any open cuts, abrasions, open sores, infections, infectious diseases or symptoms thereof, and that Member shall comply with federal, state and municipal public health requirements. Manager, at its sole discretion,shall have the final judgment as to whether Member shall have access to and/or use of the Fitness Center, and may deny Member access to and/or use of the Fitness Center for any or no reason.

6. Member understands and agrees that in using any of the Equipment in the Premises, there is a possibility of accidental or other physical injury and that any use of the Equipment and/or Premises shall be at the undersigned's own risk. **THE UNDERSIGNED HEREBY ASSUMES ALL RISKS OF ANY SUCH INJURY OR ILLNESS AND THE RISK OF DAMAGE TO AND/OR LOSS OF PROPERTY RELATED TO THE USE OF THE EQUIPMENT, FACILITY, AND/OR PREMISES.**

7. Member understands that free weights and related Equipment are the sole property of the Owner and are for the exclusive use of their employees and clients while using the Facility and agrees not to remove any Equipment from the Facility.

8. Member agrees to follow all present and future rules and regulations of Owner or Manager relative to the Equipment, its use and/or the Premises. The undersigned acknowledges and agrees that the right to use any of the Equipment is a nonexclusive privilege which can be revoked at any time by Owner or Manager, without notice, for any reason or for no reason at all. The undersigned acknowledges and agrees that such privilege is extended to the undersigned only as result of courtesy on the part of Owner and is not provided as part of any leasehold (or other legal) right.

9. Member agrees to use the equipment only in the manner intended by the manufacturer and shall not modify the Equipment in any manner whatsoever. If the undersigned does not fully understand how any equipment is to be used, the undersigned shall not use the equipment.

10. Damages: The cost to repair damage to the Facility's property by undersigned shall be paid by undersigned.

11. Personal Property: Each Member is responsible for his or her own personal belongings while using the Fitness Center. Although 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 Fitness Center, and Member waives any claim for loss of personal property while using the Fitness Center, even if such property is located in a locker. The lockers are provided for use only while Member is using the Fitness Center, and Member shall remove all personal possessions from the lockers while Member is not using the Fitness Center. Any property left in a locker by Member after departure from Fitness Center shall be deemed abandoned, and Manager may remove or dispose of such property in Manager's sole discretion.

12. Attire: Proper attire is required for participants using the Facility. Shirt and shoes are required in all public and recreational areas of the Facility. For health reasons, bare feet are not permitted in the exercise rooms. Good athletic shoes are recommended.

13. Fitness Instructors & Outside Third Parties: Outside personal trainers, fitness instructors, or any third-party company providing fitness, wellness, or advisory services in the Facility must have prior written approval from Owner for use of the Facility. The aforementioned third-party participants shall comply with any insurance requirements required by Owner and all other provisions set forth in this Release prior to use of the Facility.

14. The undersigned acknowledges and agrees that he or she will not under any circumstances provide his or her access card (or other mechanism whereby access to the Premises is affected) to any other person whatsoever and will not bring any guests into the Facility. This Agreement and the membership granted herein are personal to the Member and, as a result, are **non- transferable** by Member for any reason whatsoever and are for Member's individual use **only**. Member shall be eighteen (18) years of age or older.

15. Member agrees that this instrument and the privileges referenced herein are not to be construed in any way as creating any license, easement or other legal right, contractual or otherwise, to the benefit of the undersigned. OWNER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATIVE TO ALL OR ANY PART OF THE EQUIPMENT AND/OR THE PREMISES.

16. Member acknowledges and agrees that the present hours of availability of the Equipment and Facility are from **6:00am – 6:00pm Monday – Friday**. Management reserves the right to change the hours of operation based on the usage of the Facility. Notification will be given to members of such changes. Management reserves the right to temporarily close the Facility for renovations, emergencies, or for other public safety and/or health concerns (i.e., pandemic).

17. Member acknowledges and agrees that neither Owner nor its Manager shall be obligated to monitor the Equipment and the Facility in any way.

18. The Facility is available at no charge, upon completion of Waiver of Liability, to the Owners and clients and employees during the hours stated above.

I HEREBY WARRANT THAT I HAVE READ THIS RELEASE IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS WAIVER RELEASES THE RELEASED PARTIES ["RELEASED PARTIES" is defined above] FROM LIABILITY AND CONTAINS AN ACKNOWLEDGEMENT OF MY VOLUNTARY AND KNOWING ASSUMPTION OF THE RISK OF INJURY OR ILLNESS.

MEMBER:

Signature: _____ Date: _____

Print Name: _____