

POINTE O'HARE

FITNESS CENTER AGREEMENT & RELEASE

This **FITNESS CENTER AGREEMENT & RELEASE** (this “**Agreement**”) is entered into as of the date of execution below by and between **Bradford Allen Pointe O’Hare, LLC**, a Delaware limited liability company, as the “Owner”, and _____ (“Member”), an individual employed by _____ (“Employer”) which Employer is a tenant in Suite _____ at the property known as Pointe O’Hare, located at **9550 W Higgins Road, Rosemont, IL** (the “Building”), regarding the fitness center amenity located within the Building (the “**Fitness Center**”). The Fitness Center is operated and managed on behalf of the Owner by **Bradford Allen Management Services, LLC** (the “**Manager**”).

1. Member Information (to be completed by Member)

Field	Information
Full Legal Name:	_____
Employer Name:	_____
Employer Suite #:	_____
Email:	_____
Phone Number:	_____
Key Card #:	_____
Emergency Contact Name:	_____
Emergency Contact Phone:	_____
Locker Room Access Requested on Building Key Card: (please check one)	Men's _____ Women's _____

- 2. Description of Membership.** By signing this Agreement, Member is granted a limited, revocable, non-exclusive, and non-transferable right to access and use the Fitness Center, solely during posted hours and in accordance with the terms and conditions of this Agreement. Member acknowledges that use is a courtesy benefit provided by Owner and may be modified, suspended, or revoked at any time. Member further agrees to comply with any additional rules, policies, or restrictions that Owner or Manager may adopt in their sole discretion, whether now existing or issued hereafter, including those posted in or around the Fitness Center or delivered electronically or in writing.
- 3. Membership Terms.**
- Member is an employee of a current tenant at the Building. As long as Member remains employed by such tenant and is assigned to work at the Building, Member shall have access to the Fitness Center during posted hours.
 - This license to use the Fitness Center is personal to Member and may not be transferred or assigned. It is revocable at will by Owner or Manager, with or without cause, at any time. This license shall terminate automatically without notice upon the earliest occurrence of any of the following: (a) the termination of Member's employment with Employer; (b) the Employer ceasing to lease or occupy space in the Building; (c) any violation by Member of the terms and conditions of this Agreement; or (d) the discontinuation of the Fitness Center by Owner or Manager.
 - Member may elect to stop using the Fitness Center at any time, effective immediately upon providing written notice to Manager at the address set forth in Section 16.
- 4. Activation of Access.** Access to the Fitness Center shall be activated within three (3) business days after Manager's receipt of a fully executed copy of this Agreement. Manager shall use commercially reasonable efforts to activate Member's access within that timeframe. Upon termination of this Agreement for any reason, Member's access credentials, including any key cards or electronic entry methods, shall be deactivated without further notice, and Member agrees to return any physical access devices provided.
- 5. Hours of Operation.** The Fitness Center shall be open from 6:00 AM to 7:00 PM, Monday through Friday and 8:00 AM to 1:00 PM on Saturdays, excluding legal holidays recognized by the Building (the "Hours of Operation"). Owner and Manager reserve the right, in their sole discretion and without liability, to modify the Hours of Operation or temporarily close the Fitness Center at any time for maintenance, repairs, emergencies, or any other reason.
- 6. Assumption of Risk.** MEMBER ACKNOWLEDGES THAT USE OF THE FITNESS CENTER IS ENTIRELY AT THEIR OWN RISK, BEFORE, DURING, AND AFTER USE. The Fitness Center is unsupervised, and neither Owner nor Manager provide instruction, oversight, or safety monitoring. Member is solely responsible for their health, safety, and conduct while using the facility, including their own warm-up, cool-down, and stretching. Risks include, but are not limited to: slips, trips, falls, collisions, equipment failure or malfunction (even if appearing functional), improper use of equipment, exposure to infectious disease, and sudden health events such as heart attack, stroke, or fainting. Member agrees not to rely on Owner, Manager,

or their agents for any guidance, supervision, or assistance. Owner and Manager may, but are not required to, install video surveillance for security purposes.

Initials: _____

7. Release and Waiver of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, MEMBER HEREBY WAIVES, RELEASES, AND FOREVER DISCHARGES OWNER, MANAGER, EMPLOYER, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM ANY AND ALL CLAIMS, LIABILITIES, INJURIES, DAMAGES, OR LOSSES OF ANY KIND, WHETHER KNOWN OR UNKNOWN, FORSEEN OR UNFORSEEN, ARISING OUT OF OR RELATED TO MEMBER’S PRESENCE IN OR USE OF THE FITNESS CENTER, INCLUDING WITHOUT LIMITATION ANY INJURY RESULTING FROM THE USE OR MISUSE OF EQUIPMENT, UNSAFE CONDITIONS, OR THE ACTIONS OR OMISSIONS OF OTHER USERS. THIS RELEASE INCLUDES CLAIMS BASED ON ORDINARY NEGLIGENCE BUT EXCLUDES GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. If any portion of this Release is found unenforceable, the remainder shall remain in full force and effect.

- Indemnification. Member shall indemnify, defend, and hold harmless the Release Parties from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys’ fees) arising from: (a) injury or damage caused by Member to any person or property; (b) Member’s violation of this agreement or posted rules; or (c) Member’s negligence, misconduct, or unlawful acts.
- Emergency Medical Authorization. Member authorizes Owner or Manager to obtain emergency medical assistance on their behalf if they are unconscious, incapacitated, or otherwise unable to communicate, and agrees to be financially responsible for any resulting costs. This authorization does not create any duty for Owner or Manager to provide medical assistance.

8. Health Warranty and Member Representations. Member represents and warrants that they are physically able to use the Fitness Center facilities and equipment in a safe manner, with or without reasonable accommodations as defined under applicable disability laws. Member acknowledges that participation in physical activity carries inherent risks and affirms that they have either consulted a qualified physician regarding their ability to participate in such activities or voluntarily assume all risks associated with their use of the Fitness Center.

If Member has a history of any medical condition that could reasonably pose a health or safety risk during exercise—including but not limited to heart disease, high blood pressure, joint or spinal issues, or communicable illness—Member agrees to consult with a licensed physician prior to using the Fitness Center and to follow any medical advice or restrictions provided. Member further agrees not to use the Fitness Center while experiencing symptoms of a communicable illness or with any open wounds, infections, or other conditions that may pose a health risk to others.

Member shall comply at all times with all applicable local, state, and federal public health laws, regulations, and guidance. Owner or Manager may, in good faith and based on a reasonable belief that a health or safety concern exists, restrict or suspend Member's access to the Fitness Center, including in cases of noncompliance with this Section. Nothing herein shall be construed to limit Member's rights under the Americans with Disabilities Act or any other applicable law.

- 9. Personal Property.** Member is solely responsible for their personal property while using the Fitness Center. Although daily-use lockers are provided for convenience, Owner and Manager shall not be liable for any loss, theft, damage, or destruction of personal items, regardless of whether such property is stored in a locker or elsewhere within the Fitness Center. Member is responsible for any damage they cause to Fitness Center equipment or facilities and agrees to promptly reimburse Owner or Manager for repair or replacement costs.

Lockers are for same-day use only and must be emptied by the end of each visit. Any property left in lockers or elsewhere in the Fitness Center after closing hours shall be deemed abandoned. Owner or Manager may, in their sole discretion, remove and dispose of such property without liability, and Member expressly waives any claim relating to such removal or disposal.

- 10. Rules and Regulations.** Member shall comply with all rules and regulations established for the Building and the Fitness Center, including any amendments, supplements, or future updates issued by Owner or Manager. A current copy of the Fitness Center Rules and Regulations is attached hereto as Exhibit A and is incorporated herein by reference. Member shall conduct themselves in a respectful and professional manner while using the Fitness Center. Disruptive, abusive, aggressive, harassing, or otherwise inappropriate behavior, including, without limitation, loud or profane language, physical intimidation, or verbal altercations, is strictly prohibited and shall be grounds for immediate revocation of access privileges. Owner and Manager reserve the right to establish, revise, or enforce any rules or regulations they deem necessary for the safe and efficient operation of the Fitness Center. Any violation of such rules or any term of this Agreement may, at the sole discretion of Owner or Manager, result in the immediate suspension or termination of Member's access without refund or notice. Failure to enforce any rule on one occasion shall not constitute a waiver of the right to enforce such rule at a later time. Decisions of the Owner and Manager concerning the Fitness Center, including access, use, enforcement, or discipline, are final and binding.

- 11. Equipment Use and Operation.** Membership includes access to the equipment and facilities made available within the Fitness Center at any given time. Owner and Manager reserve the right, in their sole discretion, to add, remove, relocate, modify, replace, or discontinue any equipment, facility, amenity, service, or supply within the Fitness Center at any time, with or without notice and without liability. Member agrees to use all Fitness Center equipment solely for its intended purpose, in a safe, responsible, and non-negligent manner, and in accordance with all posted instructions or guidelines. Member shall not move, modify, unplug, or tamper with any equipment or fixtures unless expressly authorized in writing by Owner or Manager. Member shall immediately report to Manager any malfunction, safety issue, or damage

observed in the Fitness Center. Owner and Manager make no representation or warranty regarding the condition, effectiveness, or safety of any equipment or facility. Use of any equipment is at Member's sole risk.

Towels:

- Towels are not provided. Member is responsible for bringing and removing their own towel after each use.

12. Guest Restrictions and Access Control. NO GUESTS ARE PERMITTED IN THE FITNESS CENTER UNDER ANY CIRCUMSTANCES. Access is restricted exclusively to individual Members who are current employees of tenants that maintain an active lease at the Building. Family members, friends, vendors, clients, and all other non-Members are strictly prohibited from entering or using the Fitness Center. Members shall not share, lend, or duplicate access credentials (e.g., key cards or PIN codes), nor permit or enable any other individual to enter the Fitness Center, whether intentionally or negligently.

Any violation of this section shall constitute a material breach of this Agreement and may result in the immediate and permanent revocation of Member's access rights, without notice or refund, at the sole discretion of Owner or Manager.

13. Non-Transferability. This membership is granted solely to the individual Member and is strictly personal, non-transferable, and non-assignable. Member shall not permit any other person, including family members, colleagues, or guests, to use the Fitness Center under their name or key card, whether temporarily or permanently. Any attempt to transfer, share, or sublicense access shall constitute a material breach of this Agreement and may result in immediate termination of access privileges without notice.

14. Attire. Member shall wear appropriate athletic attire while using the Fitness Center, consistent with the standards of a Class A commercial office building. At a minimum, this includes clean athletic clothing, sweat socks, and closed-toe, soft-soled athletic footwear. Bare feet, sandals, work attire, or street shoes are strictly prohibited. Member shall not loiter in or traverse the Building's common areas while in gym attire, except for reasonable entry to and exit from the Fitness Center.

15. Food, Drinks, & Smoking. Smoking, vaping, the use of illegal drugs, and the consumption of alcoholic beverages are strictly prohibited in or around the Fitness Center. No food is permitted within the Fitness Center at any time. The only beverages allowed are non-glass, spill-resistant containers filled with water or commercially labeled sports drinks. All other beverages or beverages in glass containers, are prohibited. Violations of this policy may result in the immediate suspension or termination of access privileges.

16. Notices. All notices or communications required or permitted under this Agreement must be in writing and will be deemed properly given if delivered by: (a) hand delivery; (b) certified U.S. mail, return receipt requested; or (c) overnight delivery service with proof of receipt. Notices will be considered received on the earlier of actual delivery or refusal to accept delivery.

Either party may change its notice address by providing written notice to the other party in accordance with this Section. Until changed, notices shall be delivered to:

To Member:

Member's Employer in the Building

Owner & Manager:

c/o Bradford Allen Management Services, LLC

- 17. Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state in which the Building is located Illinois, as applicable, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the county where the Building is situated, and the parties consent to the jurisdiction of such courts.
- 18. Entire Agreement.** This Agreement, including any exhibits or attachments referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written understandings, agreements, representations, or communications. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by both parties. No oral statement or prior written material not specifically incorporated herein shall be of any force or effect.

[Signature Page Follows]

Member Acknowledgment. BY SIGNING BELOW, MEMBER CERTIFIES THAT THEY HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THE TERMS OF THIS AGREEMENT, INCLUDING THE WAIVER OF LIABILITY AND EXHIBIT A.

Signature of Member:_____

Printed Name of Member:_____

Date:_____

POINTE O'HARE

EXHIBIT A

Fitness Center Rules & Regulations

Hours of Operation:
6:00AM – 7:00PM Monday – Friday
8:00 AM- 1:00 PM Saturdays

Access

- All Members must have an authorized keycard to enter the Fitness Center issued by Manager. Member access card is not to be shared, loaned out nor borrowed.
- No Guest of Member will be allowed in the Fitness Center. Any person using the Fitness Center must be an employee of a company that has a valid lease at the Building. Membership does not include family members, outside guests or outside personal trainers. Members will not provide access to the Fitness Center to any other person. Any violation of this rule is cause for immediate membership termination at the sole discretion of the Owner or Manager.
- A signed waiver must be on file with the management office at all times. Waiver and rules are subject to change.
- The Fitness Center may be closed from time to time for routine cleaning, maintenance and repairs. Published hours of operation are in no way guaranteed.
- Membership shall terminate on the last day of Member's employment at their company or at the end of Member's company's lease term. Membership may be terminated upon Member's infringement of any of the Rules & Regulations listed herein, or at Management's discretion.
- Use of the Fitness Center, the equipment and facilities shall be at Member's own risk.

Equipment

- Members must wipe down the equipment before and after each use with the wipes provided throughout the facility.
- Please use equipment safely and with caution as to avoid injury and/or damage. Use only the equipment that is available. Do not use equipment that has been unplugged/or displays sign noting that equipment is not available.
- Equipment shall be used only in the manner for which it is intended. Any malfunctioning equipment should be reported to Manager.

- Members will refrain from dropping free weights and will put them back on the rack once finished with them.
- The Fitness Center and its equipment is first-come, first-serve.

Locker Rooms

- Members must not leave personal property in the Fitness Center. The daily use lockers are provided for use only while Member is using the Fitness Center, and Member shall remove all personal property from the lockers while Member is not using the Fitness Center. Any property left in the Fitness Center or daily use locker by Member after the Hours of Operation of the Fitness Center shall be deemed abandoned, and Manager may move or dispose of such property in Manager's sole discretion.
- Members are responsible for the security of their personal property. Manager and Owner assume no responsibility for any personal articles and are not liable for any lost or stolen items.

General

- No advertising or posting of notices, pictures, etc. are allowed without the prior permission of Manager.
- No smoking, drugs or alcohol are allowed in any part of the Fitness Center.
- Members shall not use glass containers while in the Fitness Center.
- No boom boxes or loud music of any kind shall be permitted.
- Any Member, who is loud, uses offensive language, demonstrates offensive or violent behavior, uses profanity, is bothersome to other members/employees, behaves otherwise in an unbecoming manner, may be suspended or terminated from the Fitness Center.
- Cell phone use and photography is strictly prohibited in all locker rooms. While within the fitness center, Members are required to put their cell phone on silent.
- Members are expected to wear appropriate athletic attire while using the Fitness Center which is consistent with the Fitness Center being in a Class A office building. Men and women are further required to always wear sweat socks and soft-soled gym shoes in the exercise area. Members shall not loiter in or use the other common areas of the Building while wearing gym or running attire except when entering and exiting the Building.
- Capacity of the Fitness Center is 49 occupants at any given time.

All Members agree to the above Rules and Regulations which are subject change at the discretion of the Owner or Manager. These Rules & Regulations are incorporated into and made part of the Fitness Center Agreement. In the event of any conflict between these Rules & Regulations and the Agreement, the Agreement shall control.