

Policies & Guidelines

Hours / Access

The fitness center is open Monday—Saturday from 5AM to 10PM, closed Sundays and select holidays. Members will utilize their building security card to access the facility. Property Management reserves the right to change the operating hours of the Fitness Center.

Eligibility

All current Fourth & Madison tenants over the age of 18 are eligible for membership at the fitness center.

Member Responsibilities

As a gym member you are responsible for the following:

- Reading and familiarizing yourself with these policies and guidelines
- Keeping a copy of the policies and guidelines for reference
- Complying with safety procedures and standards
- Reporting violations of the policies and guidelines to the property management office
- Failure to follow the policies, guidelines, safety procedures and standards, and rules for the fitness center may result in revocation of your membership

Dress Standard

You are expected to dress appropriately for a corporate fitness center. Appropriate shoes must be worn at all times. The use of rubber sole sandals is recommended in the showers.

Unacceptable Behavior

Any harassing behavior which creates an intimidating, hostile, or offensive environment is unacceptable conduct. Harassment includes, but is not limited to:

- Verbal behavior: Jokes, slurs, derogatory remarks, abusive language
- Physical contact: Unwanted touching
- Visual displays: Derogatory items, posters, photographs, drawings
- Verbal advances: Any unwanted or unwelcome verbal contact

Any gym member who experiences conduct of this nature should bring it to the attention of the property management office. Property Management has the sole and absolute authority in interpreting and enforcing the policies and guidelines.

Safety

Fitness center members are required to:

- Adhere to all safety rules
- Report any accident or incident in the facility immediately to security
- Wear appropriate shoes and clothing at all times in the facility

Solicitation and Distribution on the Premises

Solicitation of services, literature, or merchandise and distribution or posting of literature by fitness center members is prohibited at all times on fitness center premises.

Alcohol and Tobacco

The presence or use of controlled substances, alcohol and/or smoking are prohibited on fitness center premises.

No Guests

The key-card provided to Member to allow access to the fitness center is for Member's personal use only. Member shall not be entitled to bring any guest to the fitness center or to lend the key-card to any person.

Member's Property

Member acknowledges that day lockers and shower lockers are provided for the convenience of the members only. Property Management shall not be liable for the disappearance, loss or theft of, or any damage to, any Member's personal property.

Day and Shower Lockers

Shower lockers are provided for use while utilizing the showers only. For other uses please use the day lockers. Members are encouraged to bring their own locks to secure showers during use. Locks left on lockers at the end of the day will be cut off and the contents turned over to security for the lost and found area.

Lost and Found

Items found in the gym or removed from abandoned lockers will be turned over to security for the lost and found area nightly. Once at security, they will be donated to charity or disposed of after thirty days. Please take found items to the security office and inquire about lost items by calling 206.621.9172

Membership Transfers

Membership is not transferable. Member may not sell or otherwise transfer rights under this Membership Agreement to another individual for any period of time.

Change in Facilities

Member understands that as a result of repairs or maintenance property management may be required from time to time to restrict the use of or close the fitness center or to temporarily curtail certain activities. Member agrees that there will be no reduction, suspension, or abatement of membership dues or charges during such time or times when one or more of the center's facilities or activities are unavailable for use due to the requirements of repair or maintenance.

Member agrees that property management may terminate this Membership Agreement at such time as property management discontinues operation of the fitness center.

FOURTH
&
MADISON

Open Monday—Saturday

Closed select holidays

5:00 AM—10:00 PM

Membership Agreement

First Name-	
Last Name-	
Company-	
Email-	
Phone Number-	

AN INVESTMENT OF



FINANCIAL SERVICES
FOR THE GREATER GOOD®

Hines

Revised 2013

Property Management
925 Fourth Avenue, Suite 400
Seattle, WA 98104
206.262.4100

Agreement of Release and Waiver of Liability

1 In consideration of being allowed to participate in the activities and programs of the Fourth & Madison Fitness Center and to use its facilities, services, exercise equipment and machinery, I do hereby waive, release and forever discharge, Hines Interests Limited Partnership, T-C 4th & Madison LLC, and their officers, agents, employees, representatives, executors, and all others acting on their behalf from any and all liability for injuries and damages resulting from my participation in any activities or the use of exercise equipment or machinery in the above mentioned facility or arising from my participation in the activities at the said facility. **On behalf of myself and my heirs, executors, administrators, assigns, successors, and representatives, I do hereby release all of these mentioned and others acting upon their behalf from any and all claims, claims of action, or liability arising from my use of the Fitness Center. This release does not include intentional acts.** Please initial _____

2 I understand and am aware that strength, flexibility, and cardiovascular exercise, including the use of exercise equipment are potentially hazardous activities. I also understand that fitness activities involve a risk of injury and even death and that I am participating in these activities and using the exercise equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. Please initial _____

3 I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of the Fourth & Madison Fitness Center or use of the exercise equipment and machinery except as hereinafter stated. I have also been informed and understand the recommendation for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge and understand that it has been recommended that I have an annual or more frequent physical examination and consultation with my physician regarding physical activity, exercise, and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I have either had a physical examination within the last year and have been given my physician's permission to participate, or I have decided to participate in activities and/or use the fitness center services, exercise equipment and machinery without

the approval of my physician and do hereby assume all responsibility for my participation in activities, and utilization of, exercise equipment and machinery in my activities. Please initial _____

4 I agree and understand that the use of the Fitness Center and the equipment therein and the exercises and activities performed by the Member involve a degree of risk. I agree and understand that the Fitness Center will be unmanned and unsupervised, that Hines Interests Limited Partnership and T-C 4th & Madison LLC will have not have personnel regularly present at the Fitness Center premises, and any and all employees or agents of Hines Interests Limited Partnership, T-C 4th & Madison LLC, the property manager, or any successor or assignee of the foregoing who may be present at any time in the Fitness Center are not trained or authorized to provide health, fitness, or medical assistance or advice. I expressly agree that I assume any and all risks related to use of the Fitness Center and the exercise equipment therein. Accordingly, I, for myself, my heirs, executors, administrators, assigns, successors, and representatives, release, indemnify, discharge, absolve, and hold harmless Hines Interests Limited Partnership, T-C 4th & Madison LLC, the property manager, and their respective agents, employees, assigns, officers, shareholders, partners, and successors (the "Released Parties") from any and all claims, suits, demands, causes of the action, damages, expenses, including without limitation attorney fees or liability arising from injury to myself, theft of my property, or any other loss or damage occurring in the Fitness Center or arising out of, or in any manner related to, any activity, engaged in by me at the Fitness Center or the use of any of its facilities and the Building facilities related or providing access thereto, including damages resulting from acts of active or passive negligence on the part of any of the Released Parties. Without in anyway limiting the provisions of this section, I agree that the liability of any Building Owner for any claims arising is limited to the interest of such Building Owner in the building. Please initial _____

Signature

Date

Print Name

MEMBER'S RIGHT TO CANCEL

If you wish to cancel this contract, you may do so by giving a thirty (30) day written notice. The notice must say that you do not wish to be bound by this contract and must be delivered to the Property Management Office or emailed to 4M.PMO@hines.com.

You may also cancel this contract if you terminate your employment or relocate your employment from Fourth & Madison.

ACKNOWLEDGEMENT AND AGREEMENT

I understand that this Membership Agreement will remain in effect from the date of initiation until the date of cancellation. I understand that the property management will provide no personnel regularly on site at the premises of the Fourth & Madison Fitness Center. Accordingly, I agree that I will use the facilities of the Fourth & Madison Fitness Center solely at my own risk, with due regard for determining the effect on me of any specific exercise.

I hereby acknowledge that I have received a copy of this Membership Agreement and that I have read and understand this Agreement including the Member's Right to Cancel and the Waiver and Limitation of Liability. I understand that by signing this agreement, I am giving up substantial rights, including the right to sue. I further understand that I have the right to have my attorney review this Agreement. I am signing this Membership Agreement of my own free will and hereby agree to be bound by its terms.

Signature of Member

Date

Member agrees that Member will pay dues and charges established by the property management and in effect at the time the membership is accepted. Membership dues and charges may be increased at any time by property management upon written notice to Member. In the event of an increase, Member shall be entitled to terminate the membership, provided, however, that all dues and charges up to and including the date of termination shall be paid in full. If Member has paid in advance for a calendar year, no increase in dues or charges will be applicable to Member until the expiration of such term.

If Member does not pay all outstanding dues and charges within 15 days after the due date, Member will be deemed to have terminated membership on such 15th day. If Member seeks to rejoin (depending upon the then availability of membership), then Member may be required to sign a new Membership Agreement at the dues and charges then in effect. Please initial _____