

HIGH STREET FITNESS CENTER

USE AGREEMENT

BETWEEN: Print Name: _____ ("User")
Employer Name & Suite SFM, LLC, Suite 111
(or) Name & Apartment # _____
Access Card # _____ (first set of digits)
Telephone: _____

AND: High Street Buildings LLC ("High Street")
c/o SKB PM I, LLC
5410 E. High Street, Suite 200
Phoenix, AZ 85054

RECITALS

High Street operates a Fitness Center (the "Fitness Center") located at High Street. The Fitness Center consists of an exercise room which includes various items of athletic and exercise equipment as well as showers. User is an employee of a tenant or a resident of High Street, and so is eligible to use the Fitness Center. User has toured the Fitness Center and read and reviewed the Rules of the Fitness Center that have been given to User and those that are posted in the Fitness Center (such Rules, as amended by High Street from time to time, are the "Rules"). User desires to use the Fitness Center and High Street agrees to allow the User to use the Fitness Center on the terms and conditions provided in the Use Agreement ("Agreement") and per the Rules.

NOW, THEREFORE, in consideration of the mutual promises of the parties, User and High Street agree as follows:

1 RIGHTS AND DUTIES OF USER

1.1 Full Use. Effective with the acceptance of this Agreement, User shall be entitled to use the Fitness Center in accordance with the Rules.

1.2 Medical Analysis. User certifies that he or she has consulted a licensed physician and obtained approval to proceed with use of the Fitness Center.

1.3 Damage to Fitness Center. User agrees promptly to pay High Street for any damage to the Fitness Center arising from any careless or negligent use of the Fitness Center by User.

2 DISCLAIMER OF LIABILITY

2.1 Personal Property. It is understood and agreed that High Street, its Directors, officers, agents and employees are not responsible for lost or stolen money, valuables, clothing or any other possessions or personal property.

2.2 No Supervision. User acknowledges that High Street will provide absolutely no

supervision in the Fitness Center and that User is, therefore, using the Fitness Center at User's own risk. High Street shall have no responsibility to monitor or supervise the activities of individuals using the Fitness Center nor have any responsibility for resolving disputes or disagreements between individuals utilizing the Fitness Center. No doctors, first aid or paramedic personnel will be available from High Street.

2.3 Use at User's Own Risk. User acknowledges that the use of the Fitness Center may be capable of causing physical injury to the User. User hereby assumes all of the risk of any such physical injury which results from the use, whether proper or improper, of the Fitness Center. User shall hold harmless and forever release, waive and discharge High Street, and its owners, managers, asset managers, and property managers, and the owners, directors, officers, and employees of any of the foregoing, from any and all claims, losses, liabilities, suits, complaints and demands for death, injury or damage to User's person or property arising out of or related to the use of the Fitness Center.

2.4 No High Street Liability for Equipment. User acknowledges that the equipment in the Fitness Center is commercially manufactured and High Street has no responsibility for the design, manufacture or use of such equipment. High Street makes no warranty or representation of any kind respecting the equipment and specifically disclaims any implied warranties of merchantability of fitness for a particular use or purpose.

2.5 Coronavirus/COVID-19. I acknowledge the contagious nature of Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing and wearing face coverings.

I further acknowledge and agree that the High Street Fitness Center has put in place reasonable preventative measures to reduce the spread of Coronavirus/COVID-19 and other viruses and illnesses.

I further acknowledge and agree that High Street Fitness Center cannot guarantee that I will not become exposed to or infected with Coronavirus/Covid-19 or any other virus or illness while using the High Street Fitness Center. I understand and agree that the risk of exposure to Coronavirus/COVID-19 and other viruses and illnesses is inherent and unavoidable with regard to the activity of visiting and working out in a gym or similar facility.

I understand and agree that this risk may result from the actions, omissions, or negligence of myself and/or others, including, but not limited to, High Street staff, members, clients, guests, and others using or visiting the High Street Fitness Center.

I voluntarily seek services provided by the High Street Fitness Center and acknowledge that by doing so I am increasing my risk of exposure to Coronavirus/COVID-19 and other viruses and illnesses.

For my protection and the protection of others, in consideration of being granted access to the High Street Fitness Center and equipment, and knowing that High Street and its staff, members, clients, guests, and others will act in reasonable reliance on the truth of my statements herein, I represent, warrant, and attest that:

- I am not experiencing any symptom of illness, including but not limited to cough, shortness of breath or difficulty breathing, fever, chills, shaking, muscle pain, headache, sore throat, or loss of taste or smell.

- I have not traveled internationally within the last 14 days.
- I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- I have not been exposed to anyone with a suspected and/or confirmed case of Coronavirus/COVID-19 or any other contagious disease or illness in the last 14 days.
- I have not been diagnosed with Coronavirus/Covid-19 or any other contagious disease or illness (unless I have also been cleared as non-contagious by public health authorities after being so diagnosed).
- I have been following and will continue to follow all applicable guidelines relating to the prevention of disease and prevention of the spread of disease issued by the CDC and by the public health departments/officers of the cities, counties and states in which I work, live, and visited within the past 14 days, and in which the High Street Fitness Center facilities which I use is located.
- On behalf of myself, my family members, my heirs, representatives, and successors, I hereby willfully and voluntarily acknowledge and accept the risks of being present at and using the High Street Fitness Center and equipment and being near others using High Street Fitness Center and equipment, and to the maximum extent permitted by law release and agree to hold High Street harmless from any and all causes of action, claims, demands, damages, costs, expenses and compensation for injury, illness, damage or loss to myself and/or property that may be caused by any act or failure to act (including ordinary negligence) of High Street Fitness Center, or that may otherwise arise in any way in connection with any services received or my presence at the High Street Fitness Center.
- I understand that this liability release and waiver supplements and does not replace or reduce any liability release and/or waiver I have previously agreed to.

3 **VIOLATIONS**

High Street may revoke or suspend the right of a User to use the Fitness Center upon giving User written notice of such revocation or suspension upon the occurrence of any of the following:

3.1 Violation of this Use Agreement or any of the Rules.

3.2 Conduct by the User while in the Fitness Center which in the reasonable opinion of High Street is detrimental to the enjoyment or safety of other users of the Fitness Center or to the general welfare and operation of the Fitness Center.

3.3 Abuse of the Fitness Center by User.

3.4 Theft of any property belonging to High Street and/or any personal property belonging to any person using the Fitness Center.

4 **USE OF FITNESS CENTER**

4.1 User shall not invite or permit guests, family members, or other non-users to use the Fitness Center.

4.2 NO SMOKING. No smoking shall be permitted within the Fitness Center.

4.3 NO ALCOHOL. No alcoholic beverages shall be permitted in the Fitness Center.

4.4 NO GLASS. Glass containers shall not be permitted in the Fitness Center.

4.5 OWN TOWELS. User must provide their own towels and personal grooming aids.

4.6 EXERCISE CLOTHING. Appropriate workout attire must be worn at all times in the Fitness Center.

5 **MISCELLANEOUS**

5.1 Applicable Law. Arizona State law governs this Agreement.

5.2 Severability. If any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement will be valid and enforceable.

5.3 Integration and Amendment. This Agreement and the documents referred to in this Agreement constitute the entire agreement between High Street and the User, and supersede all prior agreements between the parties. This Agreement may only be amended by a written amendment agreement. High Street shall not be bound by any oral agreements.

5.4 No Waiver of Rights. No waiver or any rights by High Street shall prevent High Street from future enforcement of its rights.

IN WITNESS WHEREOF, The User has executed this Agreement this _____ day of _____
20_____.

USER:

Signature

Print Name