



Fitness Center Policies, Rules and Waiver

Please make check for \$100 Payable to J&J Arnaco

Information Packet

- General Information & Guidelines
- Policies and Rules
- Waiver

Location

13th Floor, Ste. 1325

Hours of Operation

Monday-Friday 6:00am-7:00pm
Saturday 7:00am – 2:00pm
Sundays/Holidays - Closed

WiFi

Monroe104!

Questions

Call Office of the Building at (312) 223-1764.

General Information

In order to register for the Fitness Center, you will need to review, sign and return the original Waiver and Release of Claims form and pay the non-refundable \$100.00 fee to the Office of the Building. The \$100.00 is a one-time start-up fee and will not be returned to the individual regardless of use or termination of access. **Fee is subject to change.** Upon acceptance of the above, we will program your building identification card/key card for access to the facility. If you have lost, or misplaced your ID/key card, please contact the Office of the Building. As a reminder, lost ID/key cards are a charge of \$19.80. **Fee is subject to change.** Please be aware that access to the Fitness Center is a privilege. Access rights can be terminated at the discretion of the Management Office.

Guidelines

- **Wipe Down Equipment** – Please wipe down the equipment when you are finished using it. Disposable disinfectant wipes are provided in the Fitness Center.
- **Rack All Weights** - Please do not drop or leave free weights on the floor. Place them back on the rack when you are finished using them.
- **20 - Minute Cardio** — Please limit yourself to 20 minutes on the cardio equipment during peak usage times of the Fitness Center.
- **Share your Sets** — In between sets, during your rest periods, please make the weight training equipment available for others to use.
- **Stretching Area Equipment** — Mats, exercise balls, and any other equipment should be **returned** to the stretching area or closets when you are finished using them. Please refrain from moving any other equipment other than where it is intended to be.
- **Entrance and Locker Room Doors** - The main entry door is closed and locked at all times for security purposes. Please remember to carry your keycard with you at all times while using the Fitness Center.
- **Lockers** - The lockers are intended for your use only while you are working out in the Fitness Center. After 7:00 p.m., the building staff reserves the right to place any contents left in the lockers or locker rooms in the Building's lost and found. Items will be kept for 14 days then discarded.
- **Towels** – Please limit to one bath towel only per visit. After use, please place your used towel in the receptacle provided.

Policies & Rules

1. The Fitness Center is open Monday-Friday from 6:00am-7:00pm, Saturdays from 7:00am-2:00pm and is closed Sundays and Holidays. Days and hours of operation may be changed at the Office of the Building's discretion.
2. Prior to using the Fitness Center for the first time, a Waiver with these Fitness Center Policies, Rules & Regulations attached thereto must be signed and delivered to the Office of the Building.
3. The Fitness Center is for the enjoyment and use of the Tenants of the Monroe Building. Friends, relatives, visitors, guests, contractors and personal trainers are not permitted in the Fitness Center.
4. Persons who were issued approved access cards are not permitted to lend or transfer their access cards to anyone or let anyone else in with them.
5. It is the obligation and responsibility of all potential Fitness Center users to consult with and receive consent from their physicians prior to using the Fitness Center.
6. All persons using exercise equipment and showers agree to do so at their sole risk and agree to operate all equipment for its intended use.
7. It is a responsibility of users of equipment to wipe down the equipment after use. Disinfectant wipes for this purpose are provided in the Fitness Center.
8. If you notice any malfunctioning equipment while using the Fitness Center, please notify the Office of the Building, Suite 1316, at (312) 223-1764.
9. Smoking is not permitted in the Fitness Center. In addition, glass containers, alcoholic beverages and food are not allowed in the Fitness Center.
10. Proper fitness attire is requested in the Fitness Center, including appropriate footwear such as multipurpose training or "gym" shoes. Jeans are not permitted.
11. Towels will be provided for use in the Fitness Center. Please limit yourself to 1 bath towel only per visit. After use, please dispose of used towels to the receptacle provided. Subject to change if policy is not followed.
12. All amenities, including the filtered water/cups, restroom sundries, towels and associated complimentary items are provided for your convenience and must not be wasted or abused. Doing so, may cause those amenities to be discontinued and cancelled as a complimentary amenity. Please limit yourself to 1 cup per visit.

13. Lockers are available for your use. The programmable lockers are intended to be used by Fitness Center members only while they are present within the Fitness Center. Please refrain from leaving any personal items in the lockers overnight as this is not allowed. After 7:00p.m. each evening, building staff will place any contents left in the lockers in the Fitness Center's Lost and Found located in the Management Office, Ste. 1316. J&J ARNACO LLC ("Landlord") dba Tawani Property Management – Loop is not responsible for the safekeeping of any items left in the lockers. Any items not claimed within 14 days will be donated to charity or discarded.
14. All personal radios, i-Pods, or other noise emitting devices must be used with headphones. Please do not open the floor access panel cover to utilize the outlets as a charging station.
15. No cell phone use is allowed.
16. The Fitness Center is for the enjoyment of the Tenants of the Monroe Building. Please maintain the Fitness Center's cleanliness by disposing of all trash in the receptacles, placing used towels in receptacles and keeping locker rooms clean. All personal items must be removed at the end of each session.
17. Please conduct yourself appropriately when using the Fitness Center. Behavior that is threatening, obscene, harassing, indecent, or illegal will not be tolerated and can result in termination of access.
18. When the Fitness Center is busy, please limit use to 20 minutes on the cardio and strength equipment.
19. The Fitness Center member is solely responsible for any personal items or valuables that may become lost or stolen.
20. The Office of the Building reserves the right to add, change or delete any Policy or Rule herein contained and to change the method of operation to ensure maximum enjoyment of the Fitness Center or discontinue any amenities, equipment or services offered.
21. Any individual found abusing, damaging or not using the equipment for its intended use, which results in damage to the equipment will be responsible to pay for said damages.
22. Fitness Center Fee is subject to change at any time, for any reason, at the discretion of the management office.
23. Violation of these Policies & Rules may lead to termination of access to the Fitness Center for that individual.

WAIVER

I hereby request permission to use the Fitness Center located on the 13th Floor of the Monroe Building, 104 South Michigan Avenue, Chicago, Illinois (the "Building"), together with any and all equipment and other facilities located therein (collectively, the "Fitness Center"). I understand and agree that the Fitness Center is not a public facility, but rather it is for the exclusive use of those individuals, such as myself, who are specifically authorized by J&J ARNACO ("Landlord") dba TAWANI PROPERTY MANAGEMENT - LOOP ("Landlord") or its authorized representative to use the Fitness Center, and who read and sign this *Waiver and Release*, and that Landlord reserves the right to permanently close the Fitness Center at any future time, at its sole option.

I understand and acknowledge that there are risks associated with exercise, weight training or other activities customarily undertaken at the Fitness Center, including, but not limited to, bodily injury or even death, and agree that I should not engage in exercise, weight training or other activities customarily undertaken at the Fitness Center without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I also understand and acknowledge that there are risks associated with the use of the Fitness Center includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19, collectively ("Infectious Diseases"). While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I agree that I should not utilize the Fitness Center if I have (a) experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days; and (b) been diagnosed to be infected of COVID-19 virus or any communicable disease within the last 30 days.

I acknowledge and agree that the use of the Fitness Center will be entirely at my sole risk and liability, and that, in consideration of being permitted to use the Fitness Center: (a) I shall be and am entirely responsible for any and all losses, injuries, costs, expenses (including, but not limited to, reasonable attorney's fees), damages, or liabilities of any nature whatsoever, including, but not limited to, property damage, exposure to and illness from Infectious Diseases, bodily injury or death (collectively, "Injuries & Expenses"), which I, Landlord or any third person, firm or other entity (collectively, "Third Party") may experience, sustain or incur, directly or indirectly, and which arise out of or are in any way related to my use of the Fitness Center; (b) I hereby waive and release any and all claims or causes of action which I have or may have in the future against Landlord and its successors, assigns, affiliates, members, managers, directors, officers, agents and employees or any of them (collectively, "Landlord Parties"), for any and all Injuries & Expenses which I may experience, sustain or incur, directly or indirectly, and which arise out of or are in any way related to my use of the Fitness Center; and (c) I agree to save, defend, indemnify and hold harmless the Landlord Parties from and against any and all Injuries & Expenses which I or any Third Party may experience, sustain or incur, directly or indirectly, and which arise out of or are in any way related to my use of the Fitness Center. The foregoing release, waiver and indemnity shall not, however, apply to any injuries or damages caused solely by the gross negligence or willful misconduct of any of the Landlord Parties.

I acknowledge that I have received a copy of the Fitness Center Rules & Regulations (the "Rules & Regulations") and agree to abide thereby, and that my use of the Fitness Center shall at all times be in accordance with the Rules & Regulations, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and that such amendments, modifications or replacements may, without limiting the generality of the foregoing, include specifying times during which Landlord's employees may have the exclusive use of the Fitness Center.

Signature

Printed Name

Date

Company Name & Suite Number

Email Address

Company Phone Number