

Tower 1201 Fitness Center Agreement and Release

The Parties: This Fitness Center Agreement and Release (“Agreement”) is entered by and between WRC REAL ESTATE LLC (“Manager”) as property manager for 1201 TAB OWNER LLC (“Owner”), and _____ (“Member”), as employee of _____ (“Employer”), which Employer is a tenant in suite _____ of that certain building located at 1201 Third Avenue, Seattle, Washington 98101, known as 1201 Third Avenue (“Building”), regarding the fitness center amenity located on the fourth floor of the Building and provided as an amenity for tenants of the Building and their employees (“Fitness Center”).

Description of Membership: By signing this Agreement, Member shall be entitled to use the Fitness Center subject to all terms and conditions contained herein, and such additional terms and conditions as Manager or Owner, in their sole discretion, may institute from time to time.

Length of Membership: This membership shall be activated upon receipt by Manager of this Agreement signed by Member and shall expire automatically, without notice or documentation to Member, either (1) on the date Member is no longer employed by Employer, or (2) the date Employer no longer leases and/or occupies space in the Building. In addition, either Manager or Owner may, without prior written notice, suspend or revoke Member’s privileges to use the Fitness Center at any time if Member fails to comply with the terms of this Agreement or such other rules and regulations governing the Fitness Center as may be enforced by Manager from time to time.

Member hereby acknowledges and agrees as follows:

1. **Activation of Membership:** Upon execution of this Agreement, Member shall be entitled to use the Fitness Center in compliance with the terms and conditions of this Agreement. Upon Activation of this Membership, Member’s building access card will be programmed to permit Member to access the Fitness Center during Fitness Center Hours of Operation, set forth below.

2. **Hours of Operation:** Owner or Manager may specify the hours and days of operation of the Fitness Center from time to time, and may modify, alter, improve, or close, either temporarily or permanently, the Fitness Center from time to time, in each case in its sole discretion. The Fitness Center shall be open and available for use from 4:00 a.m. until 9:00 p.m., Monday through Friday, except for Holidays recognized by Building (“Hours of Operation”). Member shall remove all personal property and exit the Fitness Center outside Hours of Operation. Use of Member access card to gain access or to permit access to others, before or after the Hours of Operation shall be grounds for termination of this Agreement.

3. **Assumption of Risk:** Use of the Fitness Center involves the risk of injury to you or someone else. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries, including death. **MEMBER IS SOLELY AND COMPLETELY RESPONSIBLE FOR HIS OR HER OWN SAFETY WHILE USING THE FITNESS CENTER. MEMBER AGREES TO USE THE FITNESS CENTER AT MEMBER’S SOLE RISK.** Member understands and agrees that neither Manager nor Owner are in the business of operating exercise and fitness facilities. The Fitness Center is an unstaffed facility, made available for Member’s use at Member’s sole risk. The Fitness Center will not be actively supervised by Manager, Owner or any of their agents or employees. However, Manager and Owner expressly reserve the right to install video monitoring equipment for security purposes in and about the Fitness Center at Manager’s and Owner’s sole discretion. Member will not seek assistance or expertise in any manner whatsoever from Manager or Owner.

4. **Member’s Representation:** Member warrants, represents and agrees that he or she is in good physical condition and has no disability, impairment or ailment preventing him or her from engaging in active or

passive exercise or activity that will be detrimental to his or her health, safety, comfort or physical condition if he or she does so engage or participate at the Fitness Center. Member shall consult a physician with respect to his or her exercise program before using any of the Fitness Center equipment and obtain permission from the treating physician authorizing member to engage in exercise activity. Member acknowledges that Manager, Owner and/or Owner Related Parties have not given you medical advice relating to your physical condition and ability to use the Fitness Center. Member agrees that he or she will not use the Fitness Center with any open cuts, abrasions, open sores, infections or the like, and that Member shall comply with local public health requirements. Manager and/or Owner may, at its sole discretion, deny access to the Fitness Center.

5. **Personal Property:** Member is responsible for his or her own personal belongings while using the Fitness Center. Although daily use lockers are provided for the use and convenience of Member, Owner and Manager shall not be responsible for lost or stolen articles of clothing or any other personal property of Member while in the Fitness Center or Locker Room, and Member waives any claim for loss of personal property while using the Fitness Center and Locker Room, even if such property is located in a daily use locker. The daily use lockers are provided for use while Member is using the Fitness Center, and Member shall remove all personal possessions from the lockers each day. Any property left in a daily use locker by Member after Hours of Operation of the Fitness Center shall be deemed abandoned and Manager may remove or dispose of such Property at Manager's sole discretion with no advance warning. Abandoned personal property will be held for seven (7) days by Manager for retrieval by Member, after which it will be donated to a charity organization or otherwise disposed of.

6. **Rules and Regulations:** Member agrees to abide by all Building rules and regulations, a copy of which will be produced upon request, in effect for the Building, and to conduct himself or herself in a quiet and well-mannered fashion when in or about the Fitness Center so as not to interfere with the enjoyment and effective use of the Fitness Center by other Members, or which would interfere with the use by tenants of the Building, their premises, or the common areas of the Building. Under no circumstance will Member use foul, loud, abusive or slanderous language, or harass or badger other members. Member agrees to use Fitness Center television or music system, or personal music devices only with headphones. Member agrees to abide by all rules and regulations implemented by Manager or Owner use of the Fitness Center, and all of the terms and conditions contained herein. Manager and Owner reserve the right to amend or add to the rules and regulations of the Fitness Center as they deem necessary for the proper management of the Fitness Center, and to terminate this Agreement and cancel any and all rights to use the Fitness Center, should Member fail to abide by such rules and regulations or the terms and conditions of this Agreement. Manager and Owner decisions on all issues involving the Fitness Center shall be final.

7. **Operation of Equipment:** Membership includes use of all of the Fitness Center's facilities. The manager or Owner shall have the right to add, change, remove, move, eliminate, or modify the equipment, facilities, or services in the Fitness Center in any manner deemed necessary. Member agrees to operate the equipment located in the Fitness Center property and to avoid careless or dangerous use of the equipment. Under no circumstances shall Member move exercise equipment in any manner. Member agrees to immediately report to the Manager any malfunction, problem, or damage to the equipment.

8. **No Guests:** No guests will be allowed in the Fitness Center. Any and all persons using the Fitness Center must be employed by a Tenant that has a valid lease at the Building. Membership does not include any family members or personal trainers. Any violation of this rule is cause for immediate membership termination.

9. **Non-Transferability:** This membership may not be transferred or assigned by Member for any reason whatsoever and is for Member's individual and sole use only.

10. **Attire:** Member is expected to wear appropriate athletic attire while using the Fitness Center. Shirts and soft-soled gym shoes are required at all times in the exercise area.

11. **Food and Beverages:** Eating or consumption of alcoholic beverages in any part of the Fitness Center is strictly prohibited. With the exception of water or sport drink bottles, no beverages are permitted in the Fitness Center, and no food or glass containers of any kind are permitted in the Fitness Center.

12. **Notices:** Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be effective when given or delivered if hand-delivered to the Member at the office of his Employer and to the Manager or Owner at the address below:

1201 TAB Owner, LLC
c/o Wright Runstad & Company
Attn: Property Manager
1201 Third Avenue, Suite 520
Seattle, WA 98101
1201mgmt@wrihtrunstad.com

[Signature on next page]

Member has read and understands the foregoing waiver of liability and assumes all risk associated with the activities stated herein, and by Member's signature below, agrees that he or she understands and shall abide by the terms and conditions of this Agreement.

Member signature: _____

Date: _____

Printed: _____

Member Employer: _____

E-mail Address: _____

Exhibit A Rules & Regulations

1. A Fitness Center Agreement and Release, incorporating these rules and regulations by reference, must be signed by each user and returned to the Property Management office prior to using the Fitness Center. As used herein, "Fitness Center" has the same meaning as in the Agreement.
2. The Fitness Center is located on the 4th floor and hours presently are Monday through Friday, 4:00 a.m. – 9:00 p.m. excluding Holidays.
3. The Fitness Center may be used only by employees of tenants and subtenants of 1201 Third Avenue (the "Building"). Visitors may not use or enter the Fitness Center, and no persons under the age of 18 may use or enter the Fitness Center.
4. Members are not to lead classes, group training, or personal training in the Fitness Center. The Fitness Center is provided for individual use only.
5. All persons using the Fitness Center must provide their own access via keycard. No Members shall grant access to others, whether authorized Member or not. Members found allowing access to others will have their Fitness Center access revoked.
6. Obtain approval from your physician prior to commencing or modifying an exercise program.
7. Each user must keep noise levels to a minimum level acceptable for an office building environment. No audible radios or other audible electronic devices are permitted.
8. Lockers are provided in locker rooms for daily use only. All belongings, including locks brought by the user, must be removed by each Member upon completion of each use of the Fitness Center in order to make the locker available for the next user. Locks left on lockers after Hours of Operation will be removed, and any property left in a daily use locker by Member shall be deemed abandoned. Abandoned property will be removed and will be donated to a charity organization or otherwise discarded. Property Management and Owner are not responsible for any lost or stolen articles.
9. The equipment and facilities must be used only for their intended purposes.
10. No equipment or facility shall be used unless Member is familiar with its proper use.
11. Towels shall be returned to the towel drop station immediately after use. Personal water bottles, newspapers, magazines, etc., shall be removed by member when exiting the Fitness Center after each use.
12. Each Member is requested to wipe down each piece of equipment immediately after use utilizing the sanitary wipes provided throughout the Fitness Center.
13. Each Member must promptly report each observed malfunction and need for repairs to the equipment and facilities to the Property Management office.

14. Proper attire, including shirts, shorts, and athletic shoes, must be worn in the Fitness Center at all times.
15. No food or beverages (except water and sports drinks) are allowed in the Fitness Center. No glass containers may be brought into the Fitness Center.
16. Each Member must observe all requirements and warnings of posted signs.
17. Each Member is responsible for any damage to the Fitness Center caused by such Member.
18. Manager or Owner may deny or terminate access to the Fitness Center on the part of any individual at any time, whether with or without cause.
19. In respect of the shared corridor and the 1201 Third Conference Center, all fitness activity, including stretching and other warm-up and/or cool-down routines, shall take place within the Fitness Center only and not in the common area lobby or corridor.
20. Each Member must also comply with all general Building Rules & Regulations.