

**TRAINING YARDS AT KENDALL YARDS
HEALTH & FITNESS CENTER LIABILITY RELEASE**

This Health & Fitness Liability Release ("Release"), is made voluntarily by me, the undersigned "Member," on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives, and assigns for the benefit of the owners and operators of Rockwood Property Management, LLC, a Washington limited liability company ("Company").

As the undersigned Member, I fully recognize there are inherent dangers and risks to which I may be exposed by using the health and fitness center (the "Fitness Center") located at 1303 W Summit Lower Unit 1, Spokane, WA 99201. With informed consent, I, as the undersigned Member, agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with the use of the Fitness Center, and I hereby release the Company and all of its affiliates, divisions, owners, members, employees, agents, and assigns (collectively "Releasees") from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with my use of the Fitness Center, including, without limitation, any injury or harm to me (such as heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knee, injuries to foot, injuries to back or any other illness or soreness that I may incur), my death, or damage to the property (whether related to the physical conditions of the Fitness Center or the equipment I may use therein) (collectively "Liabilities"), and I agree to defend, indemnify, and hold Releasees harmless from and against any and all Liabilities, and any and all liabilities or damages (including reasonable attorney fees) Releasees incur as a result of my failure, through negligence or otherwise, to abide by the rules and regulations of the Fitness Center, as the same are described below.

I fully acknowledge my one-time payment of fifty dollars and 00/100 (\$50.00) is for the purchase of one key fob to gain entry to the Fitness Center. The payment is entirely non-refundable. Should I lose or otherwise damage my key fob, I understand I will have to purchase a new key fob at the rate of fifty dollars and 00/100 (\$50.00). I am solely responsible for any damage to or loss of the key fob. The key fob will be deactivated upon my termination of residency at Highline, Elm Lofts, Kendall Yards Homeowners Association and/or my termination of employment at any business operated within the Kendall Yards Business District. The key fob can also be deactivated upon my termination of privileges in the Fitness Center for any reason, at the discretion of attendants or agents of the Company.

By signing this Release, I also agree to abide by the following rules and regulations of the Fitness Center, and acknowledge that should I fail to follow any of the foregoing rules and regulations, the Company may terminate my privilege to use the Fitness Center:

1. Assigned key fob is only to be used by Member.
2. Guest(s) must be accompanied by Member at all times and Member takes full responsibility for the actions of their guest(s).
3. Do not use equipment unless you are knowledgeable on how to properly use it.
4. Observe Fitness Center etiquette and demonstrate courtesy towards others in the Fitness Center at all times.
5. Use of cardio equipment is limited to 30 minutes when others are waiting.
6. No horseplay, loud or offensive language, or temper tantrums will be tolerated.
7. Proper attire is required at all times – shirts and athletic shoes are required. NO JEANS OR OPEN TOED SHOES ALLOWED.
8. Show respect for equipment, including all audio/visual equipment, and facilities at all times. Do not throw or drop weights.
9. Wipe down all equipment after use.
10. Utilize spotters and locks when necessary (e.g. overhead lifts, squats, bench presses, platform or Olympic lifts, etc).
11. Equipment is to be kept off the floor when not in use and is to be returned to its proper location when use is completed.

12. The Fitness Center attendants or agents of the Company have authority over all room conduct and use of equipment, including the sound system, television(s) and any other audio/visual equipment (if any).
13. Defective equipment is to be reported to the Welcome Center immediately. (509) 474 1316
14. No tobacco products, food, chewing gum, glass bottles or cans are allowed. Plastic water bottles are acceptable.
15. No alcohol, drugs, and/or banned substances are allowed in the Fitness Center.
16. Keep feet off the walls.
17. Minimize chalk or any other powder on the floor.
18. Do not spit in the Fitness Center.
19. Follow all posted rules and regulations.

PLEASE DO NOT ALLOW ENTRANCE TO ANYONE WITHOUT A KEY FOB. EVERYONE MUST ACCESS THE FACILITY WITH HIS OR HER ASSIGNED KEY FOB, UNLESS THEY ARE YOUR GUEST.

As the undersigned Member, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages, or losses I may incur as a result of activities I engage in within the Fitness Center. I also understand that this Release binds my heirs, executors, administrators, legal representatives, and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require.

By signing this Release, I acknowledge and represent that I have read and understand it; that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; and that I am at least eighteen (18) years of age and fully competent. I hereby agree that this document shall be construed in accordance with the local law of the state of Washington, without respect to the conflict of law rules of Washington or any other jurisdiction.

I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AGREE INDIVIDUALLY TO BE BOUND BY IT.

Signature Printed Name

Address City State Zip

Phone Number Date

Employer (If employed by a Kendall BOA Employer)

- Kendall Yards HOA Member
- Kendall Yards BOA Employee
- Highline Apartments Resident
- Elm Lofts Resident

For Internal Use:

FOB Number (First five digits) : _____