

FITNESS CENTER – RULES AND REGULATIONS

1. The Fitness Center is located on the first floor of the building. Showers are located within the fitness center.
2. The fitness center is open only between the hours of 5:00 a.m. and 8:00 p.m., Monday through Friday and Saturday 9:00 a.m. and 1:00 p.m. The fitness center is closed on Sunday and Building federal holidays. Entry doors are to be kept locked at all times.
3. Please limit the time in using each piece of equipment to 20 minutes during peak hours of use. All equipment must be returned to their proper places after use.
4. Food and beverages (other than water or sports drinks in non-glass containers) are prohibited.
5. Use of the Fitness Center is restricted to those tenants and their employees who have signed the **FITNESS CENTER WAIVER AND RELEASE FORM**. No guests (including family members) or other unauthorized individuals are permitted to use the Fitness Center.
6. Notify the Management Office immediately if any equipment is not working properly. Do not use any equipment that is broken or marked "Out of Order."
7. Any Fitness Center User who permits entry to the Fitness Center by any unauthorized individual shall assume full responsibility for such individual and shall indemnify the Owner and the Managing Agent against any claims brought by reason of the presence of such individuals in the Fitness Center.
8. No instructors or supervisors are present in the Fitness Center to provide instruction in the use of the equipment. **ALL USERS USE THE EQUIPMENT AT THEIR OWN RISK.**
9. The Owner and the Managing Agent assume no responsibility or liability for use or misuse of the equipment by User or any other person.
10. Fitness Center Users are to furnish their own soap and other toiletries; towel service will be provided.
11. Lockers are available for use during the User's use of the Fitness Center and can be locked using the preinstalled digital combination locks. Any items placed in the lockers are there at User's own risk and neither Owner nor Managing Agent shall be responsible for the loss of any items placed or left in the lockers or in the Fitness Center.
12. **AT NO TIME MAY PERSONAL PROPERTY BE LEFT IN OR ON THE LOCKERS BEYOND THE DURATION OF USE OF THE FITNESS CENTER. LOCKERS MUST BE EMPTIED BY THE TIME OF CLOSING ON THE DAY OF USE.** Items left overnight are subject to removal by the Managing Agent at a minimum fee of \$25.00 charged to the User.
13. Please keep the Fitness Center clean.
14. The above rules and regulations are subject to amendment or addition by the Owner and/or Managing Agent at any time.

I understand and acknowledge receipt of, and agree to be bound by, these Fitness Center Rules and Regulations.

Tenant/Employer: _____

Name of Employee (please print): _____

Date: ____/____/____

Signature of Employee: _____

Please return this form to Tenant Services Coordinator via email Col Tenant Services Coord
coltenantservicescoord@howardhughes.com

Revised June 29, 2023
UPDATED 6/29/2023.

**AGREEMENT FOR TENANT USE OF FITNESS CENTER
20 Corporate Center & 60 Corporate Center**

**FITNESS CENTER INFORMED CONSENT
AND WAIVER AND RELEASE OF LIABILITY**

This Form is to be used in connection with the unsupervised Fitness Facility provided at 20 Corporate Center and/or 60 Corporate Center.

In order to use the fitness facilities and equipment (hereinafter referred to as the "Fitness Facility") located at 20 Corporate Center and/or 60 Corporate Center (hereinafter referred to as the "Building"),

I, _____, an employee of _____, having
(Printed Name) (Tenant Name)

Premises in the Building, do hereby certify, covenant and agree as follows:

1. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activities, exercise and the use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. *Read & understood: (pls initial)* _____
2. I understand and am aware that strength and flexibility training, as well as vigorous exercise, including the use of exercise equipment, are potentially hazardous activities. I also understand that fitness activities involve risk of injury and even death and that I am voluntarily participating in these activities and using exercise equipment and machinery with knowledge of the dangers involved.
3. I am sufficiently trained to use the equipment located in the Fitness Facility. I will do all exercises and participate in all activities at my own pace and at my own risk and will use the equipment in the Fitness Facility in a proper manner, consistent with the purposes for which such equipment was designed.
4. I recognize that by utilizing the Fitness Facility and the equipment located therein, I may experience potential health risks such as transient light-headedness, fainting, abnormal blood pressure, chest discomfort, leg cramps and nausea and that I assume willfully those risks. I understand that I should stop or delay my participation in the Fitness Facility if I experience any of the symptoms described immediately above, including chest discomfort or other symptoms of physical distress, and that if requested by anyone who observes me experiencing any symptoms of physical distress or abnormal response, I will immediately stop my activities in the Fitness Facility.
5. I understand that in participating in one or more exercise or fitness activities at the Fitness Facility or in using the equipment, there is a possibility of accidental or other physical injury or even death

or of loss of or damage to my personal property. **I, on behalf of myself and on behalf of everyone who can claim by or through me including, but not limited to, my heirs, executors, administrators, agents, distributees, beneficiaries, successors in interest and assigns, hereby waive, hold harmless, and expressly release The Howard Hughes Corporation, Howard Hughes Management Services Company, LLC, The Howard Research And Development Corporation, building Owner, Landlord, Managing Agent, their respective subsidiaries and all of their respective related entities, and each of their respective officers, directors and employees, from any and all claims for personal injury, death, bodily injury, property loss or damage,**

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UPDATED 6/29/2023

damages, liability and expense (including attorneys' fees) incurred in connection with any claim, cause of action or demand, arising from, or out of, or in any way connected with my use of the Fitness Center, whether such use is sanctioned by Owner and/or whether such use is improper. Without limiting the foregoing waiver and release, I hereby specifically waive any and all claims that the equipment is defective (either latent or patent defects), dangerous, capable of inflicting personal injury, or unfit for my use and operation.

6. I understand that the Fitness Facility is unmanned and unsupervised during its hours of operation, and that there is no personnel, surveillance, or security provided in the Fitness Facility to protect me from assault or theft or any other harm to my property or my person, and I enter and use the Fitness Facility at my own risk.
7. I further grant permission for first aid to be given to me in an emergency and agree that I will be solely responsible for any medical costs which may arise as a result thereof or as a result of my use of the Fitness Facility and/or the equipment located therein.
8. I acknowledge that I will abide by all rules and regulations governing the use of the Fitness Facility and equipment that Landlord may adopt from time to time. A copy of the current rules and regulations governing the use of the Fitness Facility and equipment is attached hereto.
9. I agree that I will not lend my security card to anyone and will not use my security card to allow anyone into the Fitness Facility with my card on penalty of revocation without notification. I agree that I will be responsible for any damage to property or injury to person caused by any person using my security card in the Building and that I will indemnify and hold harmless Landlord, Landlord Parties and Landlord's and Landlord Parties' successors and assigns from and against any claim arising as a result of such damage or injury.
10. I hereby represent that I am at least 18 years of age.
11. I agree that I will be responsible for any damage I cause to the equipment in the Fitness Facility or to the Fitness Facility itself, and that I will reimburse Landlord for the cost to repair any such damage within thirty (30) days of written demand therefore.
12. I declare that I have read, understood, and agree to the contents of this informed consent and waiver and release of liability agreement in its entirety.

USER OF FITNESS FACILITY:

Individual's Name: _____

Access Card Number: _____

Company Name: _____

Signature _____ Date _____

Please check:

Beginner _____

Intermediate _____

Expert _____

Please return this form to Tenant Services Coordinator via email Col Tenant Services Coord
coltenantservicescoord@howardhughes.com

**AGREEMENT FOR TENANT USE OF BICYCLE STORAGE ROOM
20 Corporate Center & 60 Corporate Center**

**BICYCLE STORAGE ROOM INFORMED CONSENT
AND WAIVER AND RELEASE OF LIABILITY**

This form is to be used in connections with the unsupervised use of the Bicycle Storage Rooms provided at 20 Corporate Center and/or 60 Corporate Center.

In order to use the bicycle storage room and equipment (hereinafter referred to as the "Bicycle Storage Room") located at 20 Corporate Center and/or 60 Corporate Center (hereinafter referred to as the "Building"),

I, _____, an employee of _____, having
(Printed Name) (Tenant Name)

Premises in the Building, do hereby certify, covenant and agree as follows:

1. I do hereby acknowledge that I have been informed of the need for a physician's approval for my use of bicycle storage room equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activities and the use of bicycle storage room equipment so that I might have recommendations concerning this equipment use. *Read & understood: (pls initial)* _____
2. I understand and am aware that the use of bicycle storage room equipment are potentially hazardous activities. I also understand that fitness activities involve risk of injury and even death and that I am voluntarily participating in these activities and using the bicycle storage room equipment and machinery with knowledge of the dangers involved.
3. I am sufficiently trained to use the equipment located in the Bicycle Storage Room. I will use the equipment in the Bicycle Storage Room in a proper manner, consistent with the purposes for which such equipment was designed.
4. I recognize that by utilizing the Bicycle Storage Room and the equipment located therein, I may experience potential health risks such as transient light-headedness, fainting, abnormal blood pressure, chest discomfort, leg cramps and nausea and that I assume willfully those risks. I understand that I should stop or delay my participation in using the Bicycle Storage Room if I experience any of the symptoms described immediately above, including chest discomfort or other symptoms of physical distress, and that if requested by anyone who observes me experiencing any symptoms of physical distress or abnormal response, I will immediately stop my activities in the Bicycle Storage Room.
5. I understand that in participating in the use of the Bicycle Storage Room or in using the equipment, there is a possibility of accidental or other physical injury or even death or of loss of or damage to my personal property. **I, on behalf of myself and on behalf of everyone who can claim by or through me including, but**

not limited to, my heirs, executors, administrators, agents, distributees, beneficiaries, successors in interest and assigns, hereby waive, hold harmless, and expressly release The Howard Hughes Corporation, Howard Hughes Management Services Company, LLC, The Howard Research And Development Corporation, building Owner, Landlord, Managing Agent, their respective subsidiaries and all of their respective related entities, and each of their respective officers, directors and employees, from any and all claims for personal injury, death, bodily injury, property loss or damage, damages, liability and expense (including attorneys' fees) incurred in connection with any claim, cause of action or demand, arising from, or out of, or in any way connected with my use of the Bicycle Storage Room, whether such use is sanctioned by Owner and/or whether such use is improper. Without limiting the foregoing waiver and release, I hereby specifically waive any and all claims that the equipment is defective (either latent or patent defects), dangerous, capable of inflicting personal injury, or unfit for my use and operation.

6. I understand that the Bicycle Storage Room is unmanned and unsupervised during its hours of operation, and that there is no personnel, surveillance, or security provided in the Bicycle Storage Room to protect me from assault or theft or any other harm to my property or my person, and I enter and use the Bicycle Storage Room at my own risk.
7. I further grant permission for first aid to be given to me in an emergency and agree that I will be solely responsible for any medical costs which may arise as a result thereof or as a result of my use of the Bicycle Storage Room and/or the equipment located therein.
8. I acknowledge that I will abide by all rules and regulations governing the use of the Bicycle Storage Room and equipment that Landlord may adopt from time to time.
9. I agree that I will not lend my security card to anyone and will not use my security card to allow anyone into the Bicycle Storage Room with my card on penalty of revocation without notification. I agree that I will be responsible for any damage to property or injury to person caused by any person using my security card in the Building and that I will indemnify and hold harmless Landlord, Landlord Parties and Landlord's and Landlord Parties' successors and assigns from and against any claim arising as a result of such damage or injury.
10. I hereby represent that I am at least 18 years of age.
11. I agree that I will be responsible for any damage I cause to the equipment in the Bicycle Storage Room or to the Bicycle Storage Room itself, and that I will reimburse Landlord for the cost to repair any such damage within thirty (30) days of written demand therefore.
12. I declare that I have read, understood, and agree to the contents of this informed consent and waiver and release of liability agreement in its entirety.

USER OF BICYCLE STORAGE ROOM:

Individual's Name: _____

Access Card Number: _____

Bicycle Make/Model: _____

Bicycle Color: _____

Bicycle Serial Number: _____

Accessories: _____

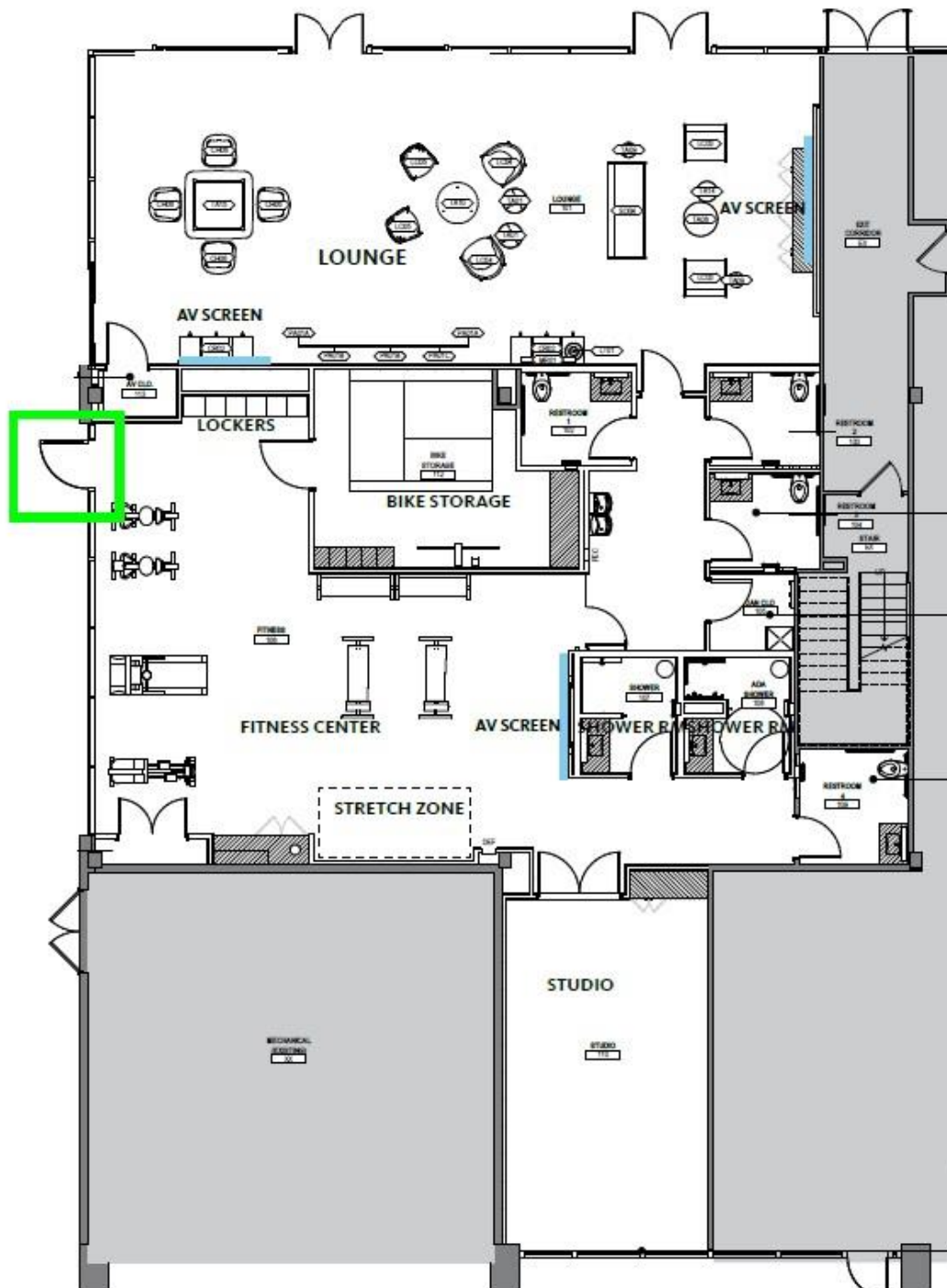
Company Name: _____

Signature _____

_ Date _____

Please return this form to Tenant Services Coordinator via email Col Tenant Services Coord
coltenantservicescoord@howardhughes.com

20 Corporate Center



60 Corporate Center

