

GUEST EXERCISE FACILITY RELEASE

In this Exercise Facility Release ("Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, B+F Timpanogos Tech Center LLC. ("Landlord") grants \_\_\_\_\_ ("Guest/User Name"), access to and use of the Exercise Facility located at 34 E 1700 S, Provo, UT 84606 ("Facility"). For the purpose of this Agreement, "User" indicates the Guest listed below. User agrees to the following terms and conditions:

**CODED ACCESS CARDS AND HOURS:** Coded access cards are required for User to enter the Facility. Access cards monitor the identification of the User and the date and times of entry. The Facility shall be open Monday through Friday, 14 hours per day, unless otherwise posted. There is a fifteen-dollar (\$15.00) replacement charge for each lost access card. Payment is due and payable upon receipt.

**GUEST ACCESS:** Guest may not authorize anyone else to use the Facility. Guests must notify the management company immediately upon employment termination, so the card can be disabled from the Fitness Center.

**DENIAL OF ACCESS:** Landlord may refuse access, suspend, or cancel the rights or privileges of User for any reason and at any time.

**HEALTH:** User hereby warrants and represents that User is in good physical condition and that User has no disability, impairment, or ailment that prevents User from engaging in exercise that is detrimental or injurious to User. User is not permitted to use Facility if User is ill, has heart disease, cardiovascular disease, back problems, or is restricted from physical exertion by a doctor or physician. A pregnant User may use Facility only if she has written release from her doctor. User will consult with a physician before engaging in any exercise program. User will abide by all CDC (Center of Disease Control), state, local and B+F Timpanogos Tech Center LLC recommendations and suggestions in relations to COVID-19.

**RULES:** User agrees to follow the rules and regulations attached to this Release. Such rules and regulations are made a part of this Release and are incorporated herein.

**RELEASE:** User acknowledges and accepts the risks inherent in the use of the Facility. User assumes full responsibility for any injuries, damages, or losses, which may occur to User or User's property. User fully releases and discharges Landlord and all owners, employees, and agents from any and all claims, demands, rights or actions, or causes of action present or future, whether known or unknown, anticipated or unanticipated, resulting from or arising out of User's use of the Facility. Landlord shall not be liable for any damages resulting from any exercise program, fitness video program, exercise class or training.

**CHANGES IN THIS RELEASE:** The provisions of the Release cannot be changed or modified except as approved in writing by Landlord.

**GOVERNING LAW:** The laws of the State of Utah will govern this Release.

**ENTIRE AGREEMENT:** This Release constitutes the entire agreement and understanding between the parties with respect to the subject matter herein and supersedes any and all prior discussions, agreements, or understandings. There are now agreements between User and Landlord not contained in this Release.

**SEVERABILITY:** In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision, provided that no such severability shall be effective of it materially changes the benefit of this Agreement to any party.

User acknowledges receipt of a fully completed copy of this Release executed by both Landlord and User.

User Name (print legibly)

User Signature:

Emergency Contact:

Emergency Contact Phone:

Emergency Contact:

Emergency Contact Phone: