

# TWO - FIFTY

## FITNESS CENTER RELEASE OF LIABILITY/ASSUMPTION OF RISK FORM

BY SIGNING THIS FORM YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PARTICIPANT NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

The following terms shall be defined as follows for this Form:

- A. "Athletic Activity" or "Athletic Activities" includes the use of the Fitness Center (as defined below) for any purpose, including but not limited to strength and metabolic conditioning, stretching, weight lifting, and use of fitness equipment.
- B. "Building Owner" includes Fulcrum 250 East, LLC; Fulcrum Operating Company LLC; FIC 250 LLC; Millbrook Properties Wisconsin, LLC; Millbrook Milwaukee, LLC; and all related entities, owners, directors, officers, managers, members, employees, independent contractors, representatives; and successors and assigns.
- C. "Fitness Center" refers to the fitness center located in Suite 600, 250 E Wisconsin Avenue, Milwaukee, WI (and any subsequent location in such building), and includes all fitness equipment located therein as well as sport court, racquetball court, shower, bathroom, and locker room facilities.

### DISCLAIMER

Building Owner is not responsible for any death, injury, loss, illness, or damage of any kind suffered by any person while using the Fitness Center caused in any manner whatsoever including, but not limited to, the negligence of Building Owner. I am aware that Athletic Activities have inherent dangers and risks including but not limited to the potential for injury, illness, or death caused by use of the Fitness Center. Some dangers and risks include but are not limited to: fainting, abnormal blood pressure, chest discomfort, muscle cramps and soreness, fatigue, nausea, heart failure, contraction of viruses and other infectious diseases, all manner of injury resulting from slipping or falling, bruising, dislocation, and injuries resulting from failure of equipment. I use the Fitness Center with full knowledge of these inherent risks and dangers and I accept these inherent dangers and risks.

I do hereby acknowledge and agree that:

- A. I am personally responsible for my preparation prior to, during, and after Athletic Activities, and I understand I should consult a doctor before engaging in any Athletic Activities;
- B. I will at all times obey the Rules and Regulations for use of Fitness Center as posted or distributed from time to time;
- C. I consent to receive first aid and medical treatment in the event of an accident, injury, or illness;
- D. I will examine and inspect the Fitness Center and equipment for safety before using the same; and
- E. I understand the Fitness Center is not staffed or monitored for security or my safety, and that Building Owner is not responsible for the loss or theft of any property brought into the Fitness Center.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY FORM

In exchange for, and as a condition of, the ability to access and use the Fitness Center, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, I agree as follows:

- A. TO WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE BUILDING OWNER and their owners, affiliated entities, volunteers, directors, officers, managers, members, employees, agents, officials, independent contractors,

# TWO - FIFTY

## FITNESS CENTER RELEASE OF LIABILITY/ASSUMPTION OF RISK FORM

servants, representatives, successors, and assigns (all of whom are hereinafter referred to as the "RELEASEES") for and from any and all liability, claims, demands, actions of any kind or nature arising out of or related to any loss, damage, expense, illness, disease or injury including death that I or any of my property may suffer or that my next of kin may suffer as a result of my entry onto or use of the Fitness Center in any manner, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF USING THE FITNESS CENTER;

- B. TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury, including illness or death, to me or to any third party resulting from my use of the Fitness Center or for any and all liability for any costs incurred for medical costs, emergency transportation, and litigation resulting from my use of the Fitness Center;
- C. This Form shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, including without limitation in the event of my death or incapacity;
- D. This Form and any rights, duties and obligations herein shall be governed by and interpreted in accordance with the laws of Wisconsin. Any litigation involving this Form shall be brought and maintained solely within Milwaukee County, Wisconsin. If any provision of this Form is held to be invalid, the remainder of the Form shall continue to be fully effective.

### RULES AND REGULATIONS

- A. No user shall use the Fitness Center in an unreasonable manner and no user shall use the Fitness Center if doing so poses a risk to the health and safety of the user or others. Building Owner reserves the right to make the final determination.
- B. The Fitness Center is intended for use only by tenants of 250 East Wisconsin Avenue and their employees. No user shall provide entry into the Fitness Center to persons other than 250 East Wisconsin Avenue tenants or their employees.
- C. Good behavior, proper decorum, and consideration of the rights of others must be observed at all times. No profanity.
- D. Lockers are for use only while exercising. No overnight storage is allowed and no locks will be provided. Overnight locks will be cut.
- E. Proper workout attire is mandatory. No street shoes, open toed shoes, or bare feet are permitted.
- F. Please wipe down all equipment after use with wipes that are provided throughout the Fitness Center.
- G. No drug or alcohol use, smoking (including vapor cigarettes), food, or illegal activity is permitted in the Fitness Center.
- H. The Fitness Center is not staffed. In the event of an emergency, dial 911 for help.
- I. In case of equipment malfunction, please notify the Building Management Office immediately at 414-283-9665.
- J. All users shall abide by these Rules and Regulations. Any violation will be subject to suspension of user privileges.
- K. Building Owner is not responsible for any lost, damaged, or stolen personal belongings, or for injuries to users.

# TWO - FIFTY

## FITNESS CENTER RELEASE OF LIABILITY/ASSUMPTION OF RISK FORM

L. Building Owner reserves the right to impose mandatory rules and regulations (e.g., social distancing, cleaning equipment, wearing of masks) that may be recommended by federal, state, or local authorities to help stop the spread of infectious diseases such as Covid-19. This may include closing the Fitness Center.

M. These Rules and Regulations are subject to change without notice.

In signing this Form, I am not relying on any oral or written representations or statements made by BUILDING OWNER or any representative of Building Owner with respect to the nature or condition of the Fitness Center or this Form.

I CONFIRM THAT I AM AT LEAST EIGHTEEN (18) FULL YEARS OF AGE, AND THAT I HAVE READ AND UNDERSTOOD THIS FORM PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS FORM I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND/OR REPRESENTATIVES MAY HAVE AGAINST BUILDING OWNER.

Privacy and protection of information: WE WILL NOT SELL OR RELEASE YOUR PERSONAL INFORMATION.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Access Card #: \_\_\_\_\_

BUILDING OWNER

Witness Name: \_\_\_\_\_ Date: \_\_\_\_\_

BUILDING OWNER

Witness Signature: \_\_\_\_\_

Form must be fully completed, dated, signed and witnessed and access card must be issued before use of Fitness Center.