
FITNESS CENTER RULES AND REGULATIONS

1. Only One Ravinia Drive and Two Ravinia Drive tenants and their employees may be members of and utilize the Fitness Center. Visitors are not permitted.
2. Members must be 18 years of age or older.
3. Members who participate in the Fitness Center will be doing so at their own risk and accept full responsibility for their participation.
4. Each Member acknowledges that entering the Fitness Center may expose him or her to hazards or risks that may result in his or her illness, injury, or death including, but not limited to, risk of COVID-19 infections, exposure to, and infection with, other contagions or viruses, or any permanent and life-compromising or life-terminating injuries or illnesses.
5. Each Member agrees that the Owner has no liability for an injury or death of an individual entering the Fitness Center if such injury or death results from the inherent risks of contracting COVID-19. Each Member is assuming this risk by entering and using the Fitness Center. Each Member also agrees that the Owner has no liability for an injury or death of an individual entering the Fitness Center if such injury or death results from any other contagion or virus or any permanent or life-compromising or life-terminating injuries.
6. Members should strictly adhere to posted rules and regulations governing use of the Fitness Center and its facilities.
7. Liability waiver must be signed prior to the use of ANY equipment.
8. Proper attire is required for all participants using the Fitness Center.
9. Food is not permitted in the Fitness Center. No gum is allowed.
10. Water, Gatorade or sports drinks are permitted provided they are in a sealable, plastic container.
11. Radios and tape or CD players are not permitted unless they are personal units (such as an iPod) equipped with headphones.
12. Smoking (including, without limitation, vaping and the use of any electronic cigarettes) and tobacco products are not permitted in the Fitness Center.
13. Neither the Owner nor the Manager of the Fitness Center is responsible for lost or stolen items.
14. Members are required to pick up after themselves, discard trash and remove personal items and locks from lockers daily.
15. All members are required to wipe down cardio and weight room equipment after each use. Equipment sanitizing stations are provided throughout the Fitness Center. Using the cleaning agent, spray the paper towels, wipe the high-touch areas on the equipment and discard the used paper towels in the provided trash receptacle. **DO NOT SPRAY THE EQUIPMENT DIRECTLY!**
16. Weight Area Etiquette:
 - a. Other members must be allowed to work in between sets.
 - b. Return weights to the provided racks for use by others.
 - c. Do not set weights against the wall, mirror, benches or other equipment.

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- d. Do not drop weights or dumbbells on the floor or benches; lay them gently to prevent damage.
17. Cardiovascular Area Etiquette:
- a. During busy times or whenever someone is waiting, please observe a 30-minute time limit on all cardiovascular equipment.
 - b. Wipe down equipment after each use. Equipment sanitizing stations are provided throughout the Fitness Center.
18. Report damaged equipment immediately to the Property Management Office.
19. The Fitness Center reserves the right to refuse service to any member who violates any rule or regulation, or engages in any verbal and/or physical abuse towards members or any conduct which in the opinion of management is detrimental to the welfare, good order, and character of the Fitness Center.
20. Any member who willfully or negligently causes damage to the Fitness Center or the equipment shall be responsible for those damages.
21. The Fitness Center management reserves the right to temporarily close the Fitness Center for maintenance or repairs, or to utilize the facilities for special events, private parties, tournaments, or other activities it may deem desirable or if due to reasons related to COVID-19 or other infectious diseases or contagions or as may be required by governmental authority.
22. Any problems, questions or concerns regarding the Fitness Center should be submitted to the Property Management Office at (770) 392-7203.

By signing the attached waiver, I hereby agree to comply with the Fitness Center's Rules and Regulations described above as part of my membership in the Fitness Center. I understand that my membership privileges may be terminated by my failure to comply with the Fitness Center rules and Regulations.

PRINT NAME

EMPLOYER

PHONE (MOBILE)

PHONE (OFFICE)

BUILDING ACCESS CARD#
(Located on the back of your access card)

EMAIL

SIGNATURE

DATE

Updated 9.29.2020

FITNESS CENTER WAIVER

1. The undersigned ("Member") acknowledges that he/she has informed his/her Employer and FSP Two Ravinia Drive, LLC ("Owner") that Member desires to use the Fitness Center on the mall level of Two Ravinia Drive, Atlanta, Georgia (the "Fitness Center"), the equipment in the Fitness Center and the locker area. Member hereby further acknowledges that Member's use of the Fitness Center, the equipment in the Fitness Center and the locker area is subject to the provisions hereof and the rules and regulations attached hereto.
2. Member hereby certifies, warrants and represents to Owner, that Member is in good physical condition, has been examined by a physician in the last 12 months, and is in such physical condition that Member is able to safely use the Fitness Center, the equipment in the Fitness Center and the locker area without injury. Member acknowledges that neither Owner, nor any Owner Parties (as hereinafter defined), gave Member medical advice before using the Fitness Center, and cannot give Member any such advice at any time, relating to Member's physical condition or ability to use the Fitness Center. Member expressly agrees Member is solely responsible for any adverse medical or physical impact on Member as a result of Member's use of the Fitness Center.
3. Member hereby acknowledges that Member's use of the Fitness Center, the equipment in the Fitness Center and the locker area will not be supervised by any person, including, without limitation, any representative, agent, partner, director, officer or employee of Owner. Member hereby further acknowledges that Member's use of the Fitness Center, the equipment in the Fitness Center and the locker area may result in injury to Member. Member hereby further acknowledges that Member may be injured by other persons using the Fitness Center, the equipment in the Fitness Center and/or the locker area. Member hereby assumes any and all risk related, directly or indirectly, to Member's use of the Fitness Center, the equipment in the Fitness Center and the locker area.
4. Member expressly agrees that under no circumstance is Owner or any Owner Parties liable to Member for any property that is damaged, lost, or stolen whether on or around the Fitness Center or wherever situated or placed. Member hereby acknowledges that there are no security guards or security cameras within the Fitness Center. Member expressly agrees that under no circumstance is Owner or any Owner Parties liable to you for personal security against, without limitation, physical attack, robbery, or any other personal injury or property loss whenever said injury or loss takes place. If Member directly or indirectly causes any personal injury or property loss to any other member, guest, invitee, or employee in the Fitness Center, Member expressly agrees that Member will be fully liable and responsible for any and all such injury or loss.
5. Member, for himself/herself and his/her heirs, legal representatives, executors, trustees, successors, and assigns, hereby remises, releases and discharges Owner and its successors, assigns, former or present directors, officers, partners, agents and employees and affiliated entities, including without limitation, FSP Two Ravinia Drive, LLC, Franklin Street Properties Corp., FSP Property Management LLC, Hines Interests Limited Partnership and Hines Holdings, Inc. (collectively, the "Owner Parties"), from and against any and all causes of action, contracts, agreements, liabilities, damages, covenants, judgments, and claims known or unknown, related, directly or indirectly, to Member's use of the Fitness Center, the equipment in the Fitness Center and/or the locker area.
6. Member, for himself/herself and his/her heirs, legal representatives, executors, trustees, successors and assigns, hereby agrees to indemnify and hold harmless Owner and the Owner Parties from and against any mechanics' lien or claim therefore, any claim cause of action, lawsuit, damage, injury, death, liability, loss, cost or expense (including, without limitation, attorneys' fees and disbursements) arising out of Member's use of the Fitness Center, the equipment in the Fitness Center and/or the locker area.

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7. Member hereby acknowledges that use of the Fitness Center is a privilege and that Owner and/or management reserves the right to terminate his/her use of the Fitness Center at any time, in their sole discretion. Further Owner or its representative may modify the terms contained herein and require Member to sign a new waiver form.
8. Member acknowledges that neither Owner nor any Owner Parties made any representation or promise upon which Member relied that are not stated in this document, and that this document contains the entire agreement between Member and Owner and replaces any oral or written contract respecting the subject matter herein.
9. Member agrees that the Owner has no liability for an injury or death or an individual entering the Fitness Center if such injury or death results from the inherent risks of contracting COVID-19. Member is assuming this risk by entering and using the Fitness Center. Member also agrees that neither the Owner nor the manager has any liability for an injury or death of an individual entering the Fitness Center if such injury or death results from any other contagion or virus or any permanent or life-compromising or life-terminating injuries.
10. Member acknowledges that entering the Fitness Center may expose him or her to hazards or risks that may result in his or her illness, injury, or death including but not limited to, risk of COVID-19 infections, exposure to, and infection with, other contagions or viruses, and/or permanent and life-compromising or life-terminating injuries or illnesses and that neither Owner or the manager has any liability to Member with respect thereto.
11. Member agrees to abide by the Rules and regulations of the Fitness Center.

IN WITNESS WHEREOF, the undersigned Member has executed this instrument under seal pursuant to Georgia law as of the _____ day of _____, 20____.

WITNESS

MEMBER SIGNATURE

COMPANY

PRINT NAME

Updated 10.26.2020