

**The HUB | RiNo Station**  
**3601 Walnut Street**  
**Denver, Colorado 80205**

**WAIVER OF LIABILITY**

1. Waiver of Claims. By executing this Agreement, the undersigned (the "Prospective User") hereby acknowledges and agrees that his or her use of the health and fitness center (the "Health Club") located in the building at 3601 Walnut Street, Denver, Colorado 80205, commonly known as The HUB | RiNo Station (the "Building") and its related facilities (including, without limitation, all exercise equipment, locker rooms and showers), programs, activities, exercise classes, including any classes or outside activities or events sponsored in the Health Club, any transportation provided by the Health Club, and other amenities which may from time to time be offered and to which Prospective User is provided access in connection with his or her participation in the Health Club (collectively, the "Health Club Activities"), is voluntary and made available for use at the Prospective User's own risk and in compliance with all rules and regulations promulgated by the owners and managers of the Health Club. In consideration for the Prospective User being permitted to use the Health Club and to participate in the Health Club Activities, the Prospective User hereby releases and discharges the owners and managers of the Health Club and the Building and their respective partners, members, managers, principals, officers, directors, servants, agents, employees, contractors, successors and assigns (collectively, the "Released Parties") from, and agrees to hold any and all of the Released Parties harmless against, any claim, demand, injury, liability, damage, action or cause of action or suit of any kind or nature, whether resulting from the negligence of the Released Parties or otherwise (including without limitation, strict liability), arising out of, resulting from or incident to the Prospective User's use or occupancy of, or participation in, the Health Club or any of the Health Activities (collectively, the "Released Liabilities"). The Prospective User hereby expressly forever waives, releases and discharges the Released Parties from and in connection with any of the Released Liabilities and agrees not to sue or make any claims of any nature whatsoever in any court, agency, or other forum or proceeding against any Released Parties in connection with any of the Released Liabilities. The Prospective User further agrees that neither the Health Club, the Building nor any of the Released Parties shall be responsible or liable to the Prospective User for any bodily injury or any articles damaged, lost or stolen in or about the Health Club, or for loss or damage to any property, including but not limited to, automobiles and the contents thereof.

2. Informed Consent. The Prospective User acknowledges and agrees to the following:  
As a participant in the Health Club and any Health Club Activities, I recognize that a fitness program and the use of the exercise equipment and other facilities provided by the Health Club entail some risk of personal injury, illness and death. I further recognize that the reaction of my cardiovascular system to exercise activities cannot be predicted with complete accuracy. I also understand that during or following periods of exercise, it is possible for any individual to develop abnormalities of blood pressure or heart rate, ineffective heart function, or, in rare instances, heart attack, cardiac arrest or other illnesses. I understand that I should consult a physician before participating in the Health Club and any Health Club Activities.

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Access Card Number: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_

## HEALTH CLUB RULES AND REGULATIONS

- A. You must have a pre-authorized keycard to enter and use the Health Club. Use of the Health Club is restricted to employees of the Building or Prospective Users. No keycard to the Health Club may be shared.
- B. Use of the Health Club is limited to the hours designated by Building Management from time to time.
- C. No guests are allowed to enter or use the Health Club. Children under the age of 18 are not permitted to enter the Health Club.
- D. You must follow posted instructions when using equipment.
- E. Cardio equipment use is limited to 30 minutes per machine during busy hours.
- F. If you are taking medication or should you have a medical condition such as high blood pressure, heart disease, a respiratory problem, pregnancy, or any other condition that may make exercise dangerous to your health, you must consult with your physician before using the Health Club.
- G. Should you feel faint, dizzy, or sick, experience pain, or have difficulty breathing, immediately stop the activity and cool down. If you do not feel better, immediately call 911 for assistance.
- H. The Health Club is not supervised.
- I. If you notice any faulty or malfunctioning equipment, hazardous conditions, or otherwise have a safety concern, promptly report to Building Management staff.
- J. Keep the Health Club in a neat and orderly fashion, including, but not limited to, wiping all equipment after use.
- K. Do not store anything in the Health Club, except to the extent temporarily stored in the locker rooms during your use of the Health Club. Lockers are for day use only during your workout and may not be used overnight. Belongings must be removed at the end of your workout to ensure that available locker space remains for others. Articles left behind shall be delivered to Building Management and may be disposed of after 30 days. Building Management is not responsible for left, lost or missing items.
- L. No food, alcoholic beverages or glassware is allowed in or around the Health Club at any time.
- M. Appropriate exercise attire is required at all times. Exercise clothes are not to be worn outside of the Health Club area.
- N. Music may be listened to with headphones only.
- O. Personal exercise equipment may not be used in the Health Club.
- P. Re-rack your weights after use. Do not drop weights on the floor.
- Q. Building Management reserves the right to change membership fees, alter Health Club hours of operation, or add, change or delete any of the Rules and Regulations of the Health Club as may from time to time be deemed necessary or desirable in the sole and absolute discretion of Building Management.

**If you have any questions or concerns, please contact Building Management at: 303-557-6300.  
Use of the Health Club and all equipment is solely at your own risk.  
In case of emergency, call 911.**