

## 55 West Monroe **Fitness Center Disclaimer Form**

First Name:		M.I.:	Last Name:
Home Address:			Home Phone:
City:	State:	Zip:	Work Phone:
Company Name:			Suite Number:
Email:		Gender:	Access Card Number:

For Fitness Center activation, please complete and submit this form with a non-refundable \$25 deposit to the Office of the Building, suite 950. Check or money order can be made payable to the following address:

## John Hancock Life Ins Co (USA) (Please include "81095/ XFC" on all remittances)

## Release and Hold Harmless Agreement:

MANULIFE INVESTMENT MANAGEMENT (the "Owner"), has provided certain individuals with a license to access and use the fitness center (the "Fitness Center"), an unsupervised and unstaffed exercise room, located in 55 West Monroe, Chicago, Illinois. The undersigned hereby acknowledges that there are inherent risks to exercising. The undersigned voluntarily assumes all risks associated with exercising and using the Fitness Center and the equipment located therein. In consideration of the Owner providing the undersigned with an electronic pass card that will allow the undersigned to access the Fitness Center during hours of operation, the undersigned hereby releases and discharges forever Manulife Investment Management, John Hancock Life Insurance Company, and Jones Lang LaSalle of fees and other legal responsibilities, of any form whatsoever, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, manifest or latent, which the undersigned now owns or holds, has at any time heretofore owned or held or may at any time own or hold by reason of any matter or thing arising out of or relating to the undersigned's use of the Fitness Center. The undersigned acknowledges that the license granted by the Owner is limited to the undersigned's personal use of the Fitness Center. The undersigned agrees not to provide any other individual, including family members, with entrance to or use of the Fitness Center. The Owner may terminate the undersigned's right to access and use the Fitness Center at any time, with or without notice. The undersigned agrees that Management or Owner may limit key card access to the Fitness Center if Rules and Regulations are not adhered to, space access is breeched or such time that the undersigned is no longer employed at 55 West Monroe.

I have read and fully understand the foregoing Release and Hold Harmless Agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_



## 55 West Monroe Fitness Center Rules & Regulations

Hours: Weekdays - 6:00 a.m. to 9:00 p.m. • Closed on weekends.

- 1. The Fitness Center & Locker Rooms are for the use of tenants only; friends, relatives, or guests are not permitted in the facility.
- 2. The Fitness Center & Locker Rooms cannot be used until a completed waiver is on file with Building Management.
- 3. All persons using exercise equipment & locker rooms agree to do so at their own risk.
- 4. Tenant shall wear appropriate footwear while in the Fitness Center & Locker Rooms.
- 5. Fitness Center access cards cannot be loaned to other employees or guests.
- 6. If an employee's card is lost or stolen, the Tenant is responsible for the cost of voiding and replacing the card.
- 7. The use of lockers is only permitted at time of Fitness Center & Locker Room usage. Any items left behind will be removed and placed in Lost & Found.
- 8. Glass containers and alcoholic beverages are not permitted in the Fitness Center & Locker Rooms.
- 9. All audio/video devices must be used with headphones.
- 10. Tenant shall not remove any piece of equipment from the Fitness Center or Locker Rooms.
- 11. Be considerate to Fitness Center neighbors keep noise level to a minimum.
- 12. Smoking and tobacco products are not permitted in the Fitness Center.
- 13. Cameras and cell phone cameras are prohibited.
- 14. Panic button and telephone may be used for emergencies only.
- 15. Complimentary towels are provided for your use. Please place in reception receptacles when finished.
- 16. Please limit your time on equipment to 20 minutes when others are waiting.
- 17. Tenant agrees to use the exercise equipment in good faith and shall not intentionally cause damage to equipment or property and agrees to operate all equipment as intended and in accordance with the manufacturer's instructions.
- 18. Building Management reserves the right to add, change, or delete any Rule or Regulation herein contained and to change the method of operation to ensure the maximum enjoyment of the facility.