



**FITNESS CENTER
RULES AND REGULATIONS**
Please read carefully before signing

1. Usage of the Fitness Center is available to the tenants of 555 Capitol Mall only.
2. Keys are not to be lent to non-members at any time.
3. There is a \$10 replacement fee for a lost/damaged/stolen card key.
4. All articles are to be removed from the showers upon leaving. No overnight storage is permitted.
5. Members are to provide their own locks for lockers. Locks must be removed upon conclusion of showering. Please wipe down lockers after each use.
6. The Landlord is not responsible for any lost/stolen/damaged belongings.
7. Neither alcoholic beverages nor glassware is allowed in the Fitness Center.
8. Masks are required while in the Fitness Center for the duration required by the State of California.
9. Wipes are available in the Fitness Center; please wipe down equipment after each use.
10. Maximum time allowed in the Fitness Center is one (1) hour per day.
11. Temperature must be taken prior to entering facility, if you have a temperature above 100 degrees you are not permitted in the Fitness Center.
12. Each member must have a signed Fitness Center Waiver of Liability and Indemnification form on file with the Property Management.
13. Practice social distancing per CDC and local government guidelines.
14. In the event of COVID-19 cases in the Building, Landlord reserves the right to close the gym without advance notice for the necessary period of time to address the issue.
15. Members have agreed that any infringement of the above rules and regulations and those which the Landlord may from time to time establish, will serve as grounds for cancellation of membership at the Landlord's option and will cause forfeiture of membership.
16. The Landlord reserves the right to add to, change or delete any of the Fitness Center Rules and Regulations. The Landlord, at Landlord's sole discretion, reserves the right to change obligations and hours of operation.
17. To report any damaged equipment or request for maintenance, please call the Property Management Office at 916.444.2000.

Agreed and accepted:

Name

Suite Number

Signature

Date



FITNESS CENTER COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

Please read carefully before signing

1. I agree that I am personally responsible for my safety and actions while using the Fitness Center, located at 555 Capitol Mall, Sacramento, CA. I agree to comply with all Fitness Center Rules and Regulations, and Center for Disease Control (CDC) and Sacramento County policies and rules, including but not limited to all 555 Capitol Mall policies, guidelines, signage, and instructions. Because the Fitness Center is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue Pac West Office Equities LP, Rubicon Partners, Inc., or RPI Property Management, Inc dba Rubicon Property Management, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using or attending an event at the Fitness Center, or otherwise, while participating in any activity while in, on, or around the Fitness Center and/or while using any facilities, tools, equipment, or materials.

2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Fitness Center facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved using the Fitness Center at 555 Capitol Mall to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with California law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver remains in effect until the State of California lists all COVID-19 related mandates.

Agreed and accepted:

Name

Suite Number

Signature

Date