

**FITNESS CENTER AGREEMENT**

**Greenhill Towers  
Addison, Texas**

Effective Date: \_\_\_\_\_, 20\_\_

Membership (select one):       12 months       6 months  
Based on start date: January 1<sup>st</sup> or July 1<sup>st</sup>

Membership Fee:      \$10.00 per month  
Payable in full upon signing (i.e., \$120.00 for 12 months or  
\$60.00 for 6 months)

Expiration Date:      12-month memberships expire on December 31<sup>st</sup> of each  
year. 6-month memberships beginning after June 30<sup>th</sup> will  
expire on the following December 31<sup>st</sup> and 6-month  
memberships beginning after December 31<sup>st</sup> will expire on  
the following June 30<sup>th</sup>.

Payment Terms:      Please make checks payable to: **CP Greenhill, LLC**  
Credit cards are also accepted in the Management Office.

1. **Membership.** The undersigned is an employee, contractor or agent of a Customer of Greenhill Towers, Addison, Texas (the "Building") and is referred to in this agreement as the "Member". Member's use of the fitness center is conditioned upon the continued employment, contractual arrangement or agency with such Customer.
2. **Fees.** Member will pay to CP Greenhill, LLC ("Owner") the applicable membership fee for the right to use the fitness center located in the building. The membership fee for any partial period will be prorated based on the month remaining in that period. Owner reserves the right to change the membership fee and membership periods from time to time. No portion of the membership fee will be refunded under any circumstances, including the termination of Member's employment.
3. **Fitness Center Policies.** Owner has adopted policies, procedures, rules and regulations designed to provide safe, enjoyable and healthy use of the fitness center. These policies supplement those posted or otherwise provided in the fitness center. In some instances, the law may establish different requirements and may not be called out here. To the extent of a conflict with other policies, the more restrictive policy applies. If the undersigned violates any of these policies, membership or access to the fitness center may be suspended and/or terminated by Owner. Owner's decision on all questions regarding construction or interpretation of these policies is final. Owner may change these policies at any time without notice and in its sole discretion. By using the fitness center, the undersigned agrees to review and comply with these policies at all times.

**WAIVER, RELEASE AND INDEMNITY**

IN RECOGNITION OF THE POSSIBLE DAMAGES CONNECTED WITH ANY PHYSICAL ACTIVITY, THE UNDERSIGNED, A CUSTOMER OF GREENHILL TOWERS OR AN EMPLOYEE, AGENT OR CONTRACTOR OF SUCH CUSTOMER, FOR HIMSELF/HERSELF AND ON BEHALF OF HIS/HER EXECUTORS, ADMINISTRATORS, HEIRS, ASSIGNS AND SUCCESSORS, HEREBY KNOWINGLY AND VOLUNTARILY WAIVES AND RELEASES ANY AND ALL RIGHTS OF RECOVERY, CLAIM, ACTION OR CAUSE OR ACTION AGAINST OWNER, ITS DIRECT AND INDIRECT OWNERS, AGENTS, PARTNERS, MANAGERS, OFFICERS AND CUSTOMERS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OR ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER ANY OF THE FOREGOING (COLLECTIVELY "GREENHILL TOWERS") FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY IN CONNECTION, DIRECTLY OR INDIRECTLY, WITH THE USE OF ANY EXERCISE FACILITY AT THE PROPERTY COMMONLY KNOWN AS GREENHILL TOWERS, ADDISON, TEXAS (THE "EXERCISE FACILITY"), REGARDLESS OF CAUSE OR ORIGIN, INCLUDING THE NEGLIGENCE OF GREENHILL TOWERS AND THE UNDERSIGNED HEREBY ASSUMES ALL RISK OF SUCH INJURY TO PERSON OR DAMAGE TO PROPERTY AND AGREES TO INDEMNIFY AND HOLD GREENHILL TOWERS HARMLESS FROM AND AGAINST ANY AND ALL OF SUCH DAMAGE OR LOSS.

THE UNDERSIGNED EXPRESSLY AGREES THAT ALL USE OF THE EXERCISE FACILITY SHALL BE UNDERTAKEN BY THE UNDERSIGNED AT HIS/HER SOLE RISK AND GREENHILL TOWERS SHALL NOT BE LIABLE FOR ANY INJURIES OR DAMAGE TO THE UNDERSIGNED OR THE PROPERTY OF THE UNDERSIGNED WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE INJURIES OR DAMAGE ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF GREENHILL TOWERS.

**ACCEPTED AND AGREED:**

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

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone (office): \_\_\_\_\_

Telephone (mobile): \_\_\_\_\_

E-mail: \_\_\_\_\_

Company: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

**OFFICE USE ONLY:**

CHECK #: \_\_\_\_\_ BILL

CUSTOMER: DATE RECEIVED: \_\_\_\_\_

\_\_\_\_\_ ACCESS CARD

## FITNESS CENTER POLICIES

(As of January 2017)

*References to us, we, our and similar references refer to Owner. References to you, your, member and similar references refer to the member who signed the Fitness Center Use Agreement.*

- *Proper Conduct.*  
We expect proper, respectful conduct in the fitness center at all times. We do not permit disrespectful conduct toward members, including but not limited to vulgar, profane, indecent, offensive, violent, hostile, aggressive, threatening, harassing, stalking, fraudulent or other inappropriate conduct or language.
- *Weapons.*  
You may not bring or use weapons on any kind in the fitness center for any reason.
- *Proper Attire.*  
You must always wear proper attire, including shirts and shoes unless noted in a specific area.
- *Access Cards.*  
As a member, you may not enter the fitness center without your access card.
- *Personal Belongings.*  
You must store all workout bags, clothing and personal belongings in a locker. Be sure that your locker is secured before you leave it. You may use our lockers only while you are in the fitness center. You may not leave any personal belongings in a locker overnight or leave a lock on a locker overnight; locks that remain overnight may be cut off. Do not bring or store any valuables in the fitness center including watches, jewelry or large amounts of cash. We are not liable or responsible for any lost, stolen or damaged personal property, whether it be from lockers, vehicles or any location on the building premises.
- *Locker Rooms.*  
We expect proper etiquette in our locker rooms. You may not spit, sleep or engage in any sexual conduct in our locker rooms. You must dispose of towels in the designated container. You may not use a cell phone or any device with a camera in our locker rooms.
- *Physical Examination.*  
We strongly encourage that you have a complete physical examination prior to beginning any new exercise program.
- *No Personal Training by Members.*  
You may not solicit or conduct any personal training on the premises, with or without compensation. We retain sole discretion to determine whether a member is engaged in personal training.
- *Solicitation.*  
You may not solicit - whether in person or in writing - any members on the premises or during off-premises events, including but not limited to solicitations for political or religious purposes, media interviews, business opportunities or competitive products or services.

- *Cell Phones.*  
You may not use cell phones in any locker rooms, sauna, and steam room or while using any health or fitness equipment. Please use common courtesy when using cell phones in other areas of the fitness center.
- *Photography.*  
You may not take photographs or videos on the premises without our approval in advance.
- *Alcohol.*  
You may not consume alcohol in the fitness center. You may not use our equipment, services or other programs while under the influence of alcohol.
- *Drugs.*  
You may not use, possess or sell any illegal drugs on the premises, including but not limited to anabolic steroids or other illegal growth-enhancing substance. You may not use our equipment, services or other programs while under the influence of illegal drugs. You should not use, or should stop using, any equipment, service or program if your prescription medication adversely impacts or influences your ability to safely use it.
- *Smoking.*  
You may not smoke, chew or use any other tobacco products in the fitness center.
- *Fitness Center Closure or Access Restrictions.*  
We reserve the right to close or restrict access, without advanced notice, to any area of the center for any reason, including but not limited to closures or restrictions related to construction, remodeling, repair or maintenance (whether planned or unplanned) or for health or safety reasons, including but not limited to weather, natural disasters, power outages and medical issues. Your obligation to pay membership fees is not dependent upon usage, availability or access to the center.
- *Illness.*  
You may not enter the premises if you have a contagious illness that may be transferred through ordinary use of our equipment, services or programs. You must cover exposed lesions or rashes.
- *Animals.*  
You may not bring any animal in to the fitness center unless it is a service animal performing its duties in the care of a person who requires its assistance or is an on-duty law enforcement animal (“exempt animals”). All exempt animals must be licensed, vaccinated and have identification tags (where applicable); must remain leashed or caged; and must be removed immediately if it causes a disturbance, interrupts the work of others or poses a health or safety risk to those who are exposed to it. The exempt animal’s owner must promptly remove animal waste and is liable for any damage caused by the exempt animal.
- *Damage to Fitness Center.*  
You may not damage the fitness center in any way, including but not limited to, or theft of, exercise equipment, towels, supplies or other fitness center property. If you damage any part of the fitness center, you will be required to pay for it.
- *No Minors.*  
No persons under the age of 18 may use the fitness center.