

# 550 Pinetown Fitness Center Rules and Regulations

The fitness center is intended for the exclusive use of the tenants at; 550 Pinetown Road, 475 Virginia Drive, 580 Virginia Drive and 1035 Virginia Drive. No other visitors are allowed access or are permitted to use the equipment.

## Operating Hours:

The fitness center is open 24 hours a day; seven days a week with a Fitness Center access key. Each individual user of the fitness center must sign a waiver and pay a one-time \$25 for an access card. The facility is free of charge once card is activated. There will be a \$15 fee for all lost access cards. Management reserves the right to suspend the use of any facilities for the arrangement of maintenance or cleaning if needed.

## Dress Code:

All users should wear appropriate apparel and footwear to comply with the requirements of the fitness center.

General Rules and Regulations: Persons using the equipment in the fitness center are responsible for their own safety. The facility is monitored by video 24 hours a day. Smoking, eating and drinking (except water) are prohibited at all times. For the benefit of all, it is requested you return equipment to the corresponding place when finished. Private coaching/assessments and other related activities are not allowed without prior authorization from Intercontinental Development Management. Please mute ALL phones while in the fitness center. Please do not speak loudly while in the fitness center. Please wipe down the equipment after each use. Please handle the equipment with care. Management will not take responsibility for the loss, theft or damage of belongings brought into the fitness center. Failure to comply with the above rules may result in loss of gym privileges.

Agreed and Accepted By: Name \_\_\_\_\_ Bldg \_\_\_\_\_ Suite \_\_\_\_\_



# 550 PINETOWN

FITNESS  
CENTER  
MEMBER

## INFO

Name \_\_\_\_\_ Date \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_ Suite # \_\_\_\_\_ Phone \_\_\_\_\_  
Email Address \_\_\_\_\_ Access Card# \_\_\_\_\_

**Checks payable to : Vette III Associates, LP or check will  
be returned**

**The form must be returned as soon as possible in order to confirm  
your membership. Return completed forms to:**

**Service@iditrade.com**

Vette III Associates LP, 550 Pinetown Road Fort Washington PA 19034 (215)-591-1574

## AGREEMENT OF RELEASE AND WAIVER OF LIABILITY

I, \_\_\_\_\_, hereby agree to the following:

- 1 I hereby release, waive, discharge and covenant not to sue VETTE III ASSOCIATES, LP, a Pennsylvania limited partnership, INTERCONTINENTAL DISTRIBUTING, INC., a Pennsylvania corporation (d/b/a Intercontinental Development), and each of their respective parents, subsidiaries or other affiliates, officers, agents or employees (collectively, “
- 2 ”) from any and all liability, claims, demands, actions and causes of action of any kind or nature arising out of or related to any loss, damage or injury, including death, that I or any of my property may sustain resulting from my participation in or in any way connected with or arising out of my participation in any fitness program or other activities at the Highland Office Center Fitness Center located at 550 Pinetown Road, Fort Washington, Pennsylvania (the “**Fitness Center**”), regardless of whether such loss is caused by the negligence of the Releases and regardless of whether such liability arises in tort, contract, strict liability or otherwise.
1. That I am voluntarily using the Fitness Center. I recognize that fitness programs require physical exertion that may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved. I understand that participation in a fitness program involves an inherent risk of personal injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to me and my health. I assume full responsibility for any risks of loss, property damage or personal injury, including death, that I or my property may sustain as a result of being engaged in such activities. I acknowledge that there may be a camera security system monitoring the public area of the Fitness Center at all times and hereby waive any and all liability, claims, demands, actions and causes of action of any kind or nature arising out of or related to such camera system, including, without limitation, any right to or expectation of privacy in any public area of the Fitness Center.
  2. I understand that it is my responsibility to consult with a physician prior to using the Fitness Center and regarding my participation in any activities or programs at the Fitness Center. I represent and warrant that I am physically fit and I have no medical condition that would prevent my participation in any or all of the activities or programs at the Fitness Center. In the event of an emergency, I authorize any employee of the Fitness Center to secure from any licensed hospital, physician or medical personnel any treatment deemed necessary for my immediate care. I agree that I will be responsible for payment of any and all medical services rendered.
  3. In consideration of being permitted to use the Fitness Center, I further covenant and agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including attorneys’ fees and court costs, they may incur arising out of or related to my participation in the activities described herein, whether caused by the negligence of the Releasees or otherwise.
  4. It is my express intent that this Agreement of Release and Waiver of Liability (this “**Release**”) bind my family members, spouse, heirs, assigns, personal representatives and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge and covenant forever not to sue the Releasees.
  5. I further covenant and agree that this Release shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and that any mediation, suit or other proceeding relating to this Release and any activities covered hereby must be filed or entered into only in the Commonwealth of Pennsylvania and the federal or state courts of the Commonwealth of Pennsylvania. Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of this Release as a whole to the full extent authorized by law.

I have read and fully understand this Release as set forth above and understand that I have given up substantial rights by signing it. I certify that I am at least 18 years old, have signed under my own free will and am suffering under no legal disabilities.

DATE SIGNATURE OF PARTICIPANT

PRINTED-LEGIBLE  
NAME \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS & SUITE # \_\_\_\_\_

ACCESSCARD # \_\_\_\_\_  
(Last 5 digits)