

# FITNESS CENTER REGISTRATION FORM

The Wilton Corporate Park fitness center is located on the first floor of Building 50, offering a private club ambiance and locker room facilities. The fitness center is available to all individuals working at Wilton Corporate Park. Individuals must complete the registration form as well as the waiver of Liability and give these to your office manager. Your office manager will give them to Management.

## Hours of Operation

Monday through Friday 7:00 am to 7:00 pm,

Lockers are available for individual usage on a first come first serve basis and should not be used overnight. Locks must be provided by the member.

## Rules and Regulations

- Access through your building access cards or code issued through your employer.
- No family members or guests permitted.
- Observance of all social distancing and personal protection measures (including the wearing of masks) is in effect.

MEMBERSHIP REGISTRATION		
MEMBER INFORMATION		
Name:	Building #:	
Name of Employer:		
Access Card Number:	Work Email:	For Locker Room Use: Male/Female
EMERGENCY CONTACT		
Name:		
Relationship:	Phone:	
SIGNATURE		
I authorize the information provided on this form is accurate.		
Signature of Member:	Date:	

# FITNESS CENTER WAIVER OF LIABILITY AGREEMENT

**Owner:** Wilton – 50 Danbury Road Owner LLC, successors, and assigns.

**Managing Agent:** Marcus Partners CT Management, LLC, and any future property manager of Wilton – 50 Danbury Road Owner LLC and their respective successors and assigns.

The undersigned desires to make use of the fitness center (the "Fitness Center") located on the first floor of building 50, Wilton Corporate Park, Wilton, CT 06897.

In consideration for the Owner and the Managing Agent providing me with the use of and access to the Fitness Center, I, on behalf of myself, my heirs, executors and assigns, execute this **FITNESS CENTER USE AND WAIVER OF LIABILITY AGREEMENT** (the "Agreement"). By my signature below, I hereby indicate my understanding, agreement and acknowledgement of certain matters as follows:

1. The Owner is making the Fitness Center available solely to employees of Tenants in Buildings 40,50,60,64 Danbury Road; the Fitness Center shall be used only by such employees who have signed this Agreement. **NO GUESTS, FAMILY MEMBERS OR CHILDREN ARE PERMITTED.**
2. The Owner shall have the right, from time to time, without notice, to promulgate and establish Rules and Regulations relative to the use and enjoyment of the Fitness Center and I agree to comply with such Rules and Regulations as a condition of my continued access to the Fitness Center.
3. The Owner and the Managing Agent reserve the right to deny access to the Fitness Center to anyone who fails to comply with the terms of this Agreement and/or the Rules and Regulations.
4. The Owner has the right at any time to discontinue the availability of the Fitness Center either temporarily or permanently including, but not limited to weekends and holidays. Upon termination of my employment with my employer or the termination of my employer's lease at Wilton Corporate Park, I will no longer be afforded access to the Fitness Center and my access card will be deactivated.
5. Lockers are for my use during my work out times only. I must take my lock and personal belongings with me after each work out session. Personal locks may be used on lockers but must be removed at the end of each visit. Management has the right to remove any lock left overnight and will not be responsible for locks or contents of locker.
6. The Owner and the Managing Agent are not responsible for personal items lost or stolen.
7. I must use my non-transferable access card for each visit to the Fitness Center.
8. I am solely responsible for monitoring my own medical condition throughout my use of the Fitness Center, and should any symptoms occur or if I have been advised (or it is prudent considering circumstances) for me to quarantine, I will immediately cease my participation.
9. The Owner and the Managing Agent have advised me to obtain a medical examination and COVID-19 test prior to utilizing any of the equipment in the Fitness Center.
10. The Owner and the Managing Agent will not provide any instruction, supervision, or direction regarding the use of the equipment and that I will not use any piece of equipment with which I am not thoroughly familiar and which I do not know how to properly use or operate.
11. The Owner and the Managing Agent may make available, upon request, written materials supplied by the manufacturer of such equipment, but that the Owner and the Managing Agent are not required to maintain or provide such written materials and I agree that the Owner and the Managing Agent will not be held liable or responsible in any way for the lack of such written materials or the contents of or any omissions from such written materials.

The Owner and the Managing Agent will not provide any instruction, supervision, or direction regarding the use of the equipment and that I will not use any piece of equipment with which I am not thoroughly familiar and which I do not know how to properly use or operate.

The Owner and the Managing Agent may make available, upon request, written materials supplied by the Manufacturer of such equipment, but that the Owner and the Managing Agent are not required to maintain or provide such written materials and I agree that the Owner and the Managing Agent will not be held liable or responsible in any way for the lack of such written materials or the contents of or any omissions from such written materials.

# FITNESS CENTER WAIVER OF LIABILITY

I UNDERSTAND AND AGREE THAT MY PRESENCE AT OR USE OF THE FITNESS CENTER, AND THE FACILITIES AND EQUIPMENT LOCATED THEREIN AND PARTICIPATION OR EXPOSURE TO PERSONS PARTICIPATING IN ANY SUPERVISED OR UNSUPERVISED ACTIVITIES, IS AT MY OWN RISK, AND THAT I ASSUME ALL RISK (INCLUDING, WITHOUT LIMITATION, EXPOSURE TO INFECTION AND ILLNESS AND DAMAGE TO PERSONAL PROPERTY) ASSOCIATED WITH OR ARISING OUT OF EXERCISE AND THE PRESENCE AT OR USE OF THE FACILITIES, EQUIPMENT AND PARTICIPATION IN OR EXPOSURE TO PERSONS PARTICIPATING IN ANY SUPERVISED OR UNSUPERVISED ACTIVITIES AT THE FITNESS CENTER, INCLUDING BUT NOT LIMITED TO PARTICIPATION IN INDIVIDUAL OR GROUP INSTRUCTION, USE OF THE LOCKERS, SHOWERS, BASKETBALL HOOP AND TENNIS COURT IN THE NORTH PARKING LOT OF BUILDING 64, USE OF CARDIOVASCULAR, WEIGHTLIFTING AND OTHER EQUIPMENT, OR OTHER RELATED ACTIVITIES AT THE FITNESS CENTER. I UNDERSTAND THAT MY PRESENCE AT OR USE OF THE FITNESS CENTER, AND THE FACILITIES AND EQUIPMENT LOCATED THEREIN AND PARTICIPATION IN (OR EXPOSURE TO PERSONS PARTICIPATING IN) ANY SUPERVISED OR UNSUPERVISED ACTIVITIES COULD BE DANGEROUS AND MAY (I) LEAD TO EXPOSURE TO DISEASE OR INFECTION, INCLUDING, WITHOUT LIMITATION, COVID-19 CORONA VIRUS, METHICILLIN RESISTANT STAPH AUREUS (MRSA) AND/OR INFLUENZA AND (II) CAUSE SERIOUS OR GRIEVOUS INJURIES, INCLUDING, WITHOUT LIMITATION, BODILY INJURY, DAMAGE TO PERSONAL PROPERTY AND/OR DEATH.

ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ASSIGNS, I UNDERSTAND THAT I AM HEREBY WAIVING AND RELEASING ANY AND ALL CLAIMS FOR DAMAGES, INJURIES, ILLNESS, INFECTION AND DEATH THAT I MAY HAVE AGAINST THE OWNER AND THE MANAGING AGENT AS A RESULT OF MY PRESENCE, USE, INVOLVEMENT OR ANY SUPERVISED OR UNSUPERVISED ACTIVITY AT THE FITNESS CENTER. I AGREE, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ASSIGNS THAT THE OWNER AND THE MANAGING AGENT, THEIR EMPLOYEES, OFFICERS, DIRECTORS AND MEMBERS, SHALL NOT BE HELD LIABLE OR RESPONSIBLE IN ANY WAY SHOULD I BE INJURED, EXPOSED TO INFECTION OF SICKENED WHILE OR AS A RESULT OF BEING PRESENT AT OR USING THE FITNESS CENTER OR ANY FACILITIES, EQUIPMENT AND MATERIALS LOCATED THEREIN, OR WHILE PARTICIPATING IN OR BEING EXPOSED TO PERSONS PARTICIPATING IN ANY SUPERVISED OR UNSUPERVISED ACTIVITIES, REGARDLESS OF WHETHER SUCH INJURIES, EXPOSURE OR ILLNESS ARE CAUSED BY OR RESULTED FROM ANY NEGLIGENT ACT OR OMISSION ON THE PART OF THE OWNER AND/OR THE MANAGING AGENT. ALSO, I AGREE ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ASSIGNS, TO INDEMNIFY, DEFEND AND HOLD HARMLESS AND FOREVER DISCHARGE THE OWNER AND THE MANAGING AGENT, THEIR EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS AND MEMBERS FROM ANY AND ALL LAWSUITS, CLAIMS, DAMAGES, LIABILITIES INCLUDING COSTS AND ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM MY PRESENCE AT OR USE OF THE FITNESS CENTER OR ANY FACILITIES, EQUIPMENT AND MATERIALS LOCATED THEREIN INCLUDING MY INVOLVEMENT IN OR EXPOSURE TO PERSONS INVOLVED IN ANY SUPERVISED OR UNSUPERVISED ACTIVITY.

I have read this Agreement in its entirety and I understand its terms and conditions in permitting me to use the Fitness Center, and the facilities, equipment and written materials located therein, and that this Agreement shall remain in effect until such time as I notify the Owner or Managing Agent, in writing, that it has been revoked or as Owner has exercised its right under Paragraph 4, at which time I will no longer be permitted to utilize the Fitness Center facilities.

I understand that by signing this Agreement I am **WAIVING AND RELEASING** considerable future legal rights. I am 18 years of age or older and mentally competent to enter into this waiver. I am signing this Agreement freely and voluntarily, under no duress or threat of duress, without inducement promise or guarantee being made to me.

Print Name:	Signature:
Date:	Name of Employer:
Supervisor:	Signature:

This Agreement supersedes any prior written or oral agreements between me and the Owner or Managing Agent concerning the subject matter of this Agreement. This Agreement may not be modified, amended, or waived except in a writing signed by the Owner, Managing Agent, and me.

**For more information on fitness center membership and services, please contact your Office Manager.**