



Fitness Center Waiver

I agree to use the athletic and fitness equipment, locker rooms and facilities located at 3800 American Boulevard West, Bloomington, MN. The use of the facilities is free to Bell Plaza Tenants. Lockers are free to use while using the facility. No items may be stored in a locker overnight.

I agree to comply with the Fitness Center Rules and Regulations described below as part of my membership in the Fitness Center. I understand that my membership privileges may be terminated by my failure to comply with the Fitness Center Rules and Regulations.

***The Fitness Center is secured 24/7, thus OpenPath (Mobile App) Credentials are required to gain access to the Fitness Center. You will need to register for the OpenPath Mobile App via invite. Please download the Mobile App and accept the invite sent via email to create credentials that will register you as a user to gain access to the Fitness Center.**

Signature: _____ Date: _____

Name: _____
(Printed Please)

Company and Suite Number: _____

Email: _____
(future correspondence will be sent via email)

Informed Consent Agreement

This form is to be used in connection with the exercise facility provided at BELL PLAZA, which is an unsupervised facility and is intended to be used only by apparently healthy individuals.

I _____, declare that I intend to use some or all of the facilities and services offered by the BELL PLAZA exercise facility and I understand that each person (myself included) has a different capacity for participating in such programs and services. I understand that the services offered at the BELL PLAZA exercise facility are recreational in nature and I assume full responsibility, during and after my participation, for my choices to use the exercise facility at BELL PLAZA.

I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care, and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any exercise at the facility of BELL PLAZA brings with it my assumption of those risks or results stemming from this choice and the fitness, health, awareness, care and skill that I possess and use.

I recognize that by utilizing the facilities and services offered by BELL PLAZA, I may experience potential health risks such as transient light-headedness, fainting, abnormal blood pressure, chest discomfort, leg cramps and nausea and that I willfully assume those risks. I understand that I may stop or delay my participation in the exercise facility at BELL PLAZA if I so desire and that I may also be requested to stop and rest by anyone who observes any symptoms of distress or abnormal response.

I understand that the facility at BELL PLAZA is an unsupervised facility and is intended to be used only by apparently healthy individuals. I understand and agree to follow the rules concerning the use of the facility (including, the requirement that I will not use the facility unless another person is present).

I understand that I may ask any questions or request further explanation or information about the facilities and services offered by BELL PLAZA at any time before, during, or after my participation.

I declare that I have read, understood, and agree to the contents of this informed consent agreement in its entirety.

Signature: _____

Date: _____

Agreement and Release of Liability

This form is to be used in connection with the exercise facility provided at BELL PLAZA, which is an unsupervised facility and is intended to be used only by apparently healthy individuals.

1. In consideration of gaining membership or being allowed to exercise at BELL PLAZA and to use its facilities, equipment and machinery, I do hereby waive, release and forever discharge Sterling Northland, LLC and Cushman & Wakefield U.S., Inc. and their officers, agents, employees, representatives, executors and all others from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above-mentioned exercise facility or arising out of my participation in any activities at said facility. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any exercise activities or the use of any equipment at BELL PLAZA.

(Please initial _____)

2. I understand and am aware that strength, flexibility and exercise, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities involve risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

(Please initial _____)

3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in exercise at BELL PLAZA or the use of equipment or machinery except as hereinafter stated.

(Please initial _____)

Signature _____

Date _____



FITNESS CENTER RULES AND REGULATIONS

- Bell Plaza Fitness Center hours are Monday - Friday, 6:00am - 11:00pm, Saturday & Sunday, 8:00am - 9:00pm. Closed on all holidays that the building is closed. Hours may be subject to change.
- The Fitness Center and locker room facilities are for use by Bell Plaza Tenants **only**. Friends, relatives, and visitors are not permitted to use this amenity, Everyone must have a Fitness Center waiver on file and OpenPath Credentials to enter.
- Liability waiver must be on file prior to use of the facilities.
- Proper attire is required for all participants using the Fitness Center.
- Food or drink is not permitted in the Fitness Center, besides water.
- Lockers may not be used overnight. Items left in lockers will be removed at owner's expense at the end of the day.
- Towels and personal items are not to be left on hooks, counter, or shower areas. Remove items after use.
- Please wipe off equipment after use. Sanitary wipes are available for use.
- Please use equipment properly and follow directions carefully.
- Contact building management at 952-838-3730 or rachel.solheim@cushwake.com with any equipment issues or injuries.
- Please limit your time on a machine to 30 minutes when others are waiting.
- No outside personal trainer is permitted in the Fitness Center or on Bell Plaza property.
- Return weights and equipment to appropriate location after use.
- Slamming, dropping, or bouncing weights is prohibited.
- Building management is not responsible for any lost, stolen, or damaged items. Any lost/ found items will be held at the management office.

These Rules and Regulations are subject to change by Management at any time. If you are in violation of any of these Rules, Management has the right to revoke your access to the Fitness Center.