

# **KEMPER LAKES FITNESS CENTER**

REV August 16, 2023

## **Fitness Center General Information**

- Cardkey Access – Access will be added to your current badge for life of membership
- \$20.00 Monthly Fee – Membership automatically renews on anniversary date unless canceled
- Payment - Membership fees can be paid via <https://kemperlakes.studiogrowth.com/classpack/1571>
- Waiver of Liability Form must be accepted and signed online, or emailed to [pkim@necapitalgroup.net](mailto:pkim@necapitalgroup.net)
- Access is for Members only; no guests or children are allowed. Membership in the Fitness Center is open to any person of good character and legal age and who is a qualified employee of a tenant in good standing located at The Kemper Lakes Office Complex (the “Complex”). The Member’s privileges may be revoked if the Member is no longer employed by a tenant in the Complex, if the tenant is no longer a tenant in good standing in the Complex, or if Member violates any of the rules and regulations governing the Fitness Center. Member will return to the property manager his/her access card upon revocation or termination of membership.
- Hours are 5:00am – 8:00pm Monday – Friday; 8:00am – 1:00pm Saturday; Sunday closed
- Lockers are for daily use only. Remove personal possessions after workout session. Ownership is not responsible for damage, loss or theft of any clothing or other personal property.
- Member must have active access card in possession for Fitness Center entry.
- Member agrees to pay for any damage to the Fitness Center or any improvements or equipment therein caused by Member.
- Ownership reserves the right to change and/or modify the membership policies, price, and hours at any time and with 30 days’ notice.

## **Fitness Center Etiquette**

Maximize your enjoyment and efficiency when working out by following these rules:

- ❖ **Clean up after yourself:** Always wipe equipment down with a wet wipe when you are finished using it. Dispensers are located throughout the fitness center.
- ❖ **Leave no trace:** Return free weights and plates to their proper place when you are finished with them.
- ❖ **Keep it down:** Unless there is an emergency, save cell phone usage for after your workout. Loud and unruly behavior is prohibited. Except for personal headsets, no other audio or radio equipment is permitted.
- ❖ **Machine placement:** To keep cardio equipment in proper working order, the machines must remain stationary. Please refrain from moving equipment.
- ❖ **Equipment Sharing:** Avoid monopolizing equipment and share with others so everyone can get a workout in. It is required that you use the appropriate amount weight so that you do not bounce, slam or drop the weights. No abuse of the equipment of the facility will be tolerated.
- ❖ **Attire:** Members must wear appropriate workout wear including shirts and gym shoes. Members should wear an absorbent top to keep the equipment free of perspiration and maintain sanitary conditions. There are no jeans, work-boots, or open-toed shoes allowed on the workout floor. Ownership has the right to refuse admittance to the facility due to inappropriate clothing.
- ❖ **Food and Beverages:** Food and beverages are not permitted in the Fitness Center at any time. Non-glass water bottles that contain drinking water are permitted. No smoking or alcoholic beverages are permitted in the Fitness Center.
- ❖ **Management:** Ownership may suspend or cancel the rights, privileges, or membership of any member whose actions are detrimental to the enjoyment of the Fitness Center by other members or any conduct in the opinion of Ownership is detrimental to the welfare, good order, and character of the Fitness Center. Any inappropriate behavior, i.e., profanity or yelling, incidental to the enjoyment of the

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facilities by other members may result in membership termination. Ownership has the right to cancel any membership.

Please behave in the Fitness Center as you would in your neighbor's home - with courtesy, consideration and good manners. And enjoy your workout!

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Member Name and Phone Number

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Company

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Member Signature and Date

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Building

# **KEMPER LAKES FITNESS CENTER**

## **MEMBER'S WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

### **MEMBER'S WAIVER**

In consideration of permission to use the property, facilities, staff, equipment, services, and programs of the Kemper Lakes Fitness Center today and on all future dates, to the fullest extent allowable under the law, I, for myself, my heirs, personal representatives or assigns, do hereby waive, release, and discharge NE Capital Group NY LLC, Kemper Lakes Equity Partners LLC, Zions Bancorporation, National Association, as Trustee, Kemper Lakes BH LLC, Bethpage Federal Credit Union, and all subsidiaries, its successors and/or assigns as their interests may appear, together with its successors and assigns, affiliates and subsidiaries, and any of their directors, officers, employees, managers, members, and agents (each a "Kemper Lakes Party" and collectively, the "Kemper Lakes Parties") from liability from any and all claims including, without limitation, personal injury, accidents or illnesses (including death), and property loss, arising out of or relating to use of the Kemper Lakes Fitness Center's facilities premises, equipment, programs, or participation in activities, classes, and observations, regardless of whether any such claim results from the negligence or fault of any Kemper Lakes Party. I further release, waive, discharge and covenant not to the sue any Kemper Lakes Party in connection with the provision any health and fitness related services and programs provided at the Kemper Lakes Fitness Center.

Signature

Print Name

Date

### **MEMBER'S ASSUMPTION OF RISKS**

The very nature of physical activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Kemper Lakes Fitness Center includes facilities for and provides for activities such as weight lifting, running, aerobic activities, sporting activities, and fitness classes some of which activities involve (a) strenuous exertion using various muscle groups, (b) rapid movement involving speed and change of direction, and/or (c) sustained physical activity which places stress on the cardiovascular system.

While specific risks vary from one activity to another, risks include, without limitation: (i) minor injuries such as scratches, bruises, and sprains; (ii) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (iii) catastrophic injuries including paralysis and death.

I further declare for myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery. I acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that I have been recommended to have a yearly or more frequent physical examination and consultation with a licensed physician as to physical activity, exercise, and use of exercise and training equipment so that I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and been given such physician's permission to participate, or have decided to participate in activity and use of equipment and machinery without the approval of a physician and do hereby assume all responsibility and all risks of injury or death for participation and activities, and utilization of equipment and machinery.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by the Kemper Lakes Fitness Center's facilities and programs. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

Signature

Print Name

Date

### **MEMBER'S SEVERABILITY**

I further expressly agree that the foregoing Waiver and Assumption of Risks are intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and if any portion thereof is held invalid, it is agreed that the balance will continue in full legal force and effect to the maximum extent permissible.

Signature

Print Name

Date

### **MEMBER'S INDEMNIFICATION AND HOLD HARMLESS**

I also agree to INDEMNIFY AND HOLD HARMLESS the Kemper Lakes Parties from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including, without limitation, attorneys' fees arising out of or relating to my use of or involvement at the Kemper Lakes Fitness Center and to reimburse them for any such expenses incurred.

Signature

Print Name

Date

## **KEMPER LAKES FITNESS CENTER**

### **MEMBER'S ACKNOWLEDGEMENT OF UNDERSTANDING**

I have read this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature

Print Name

Date