



FITNESS CENTER REGISTRATION FORM

The Merritt 7 Fitness Center is located on the plaza level of Building 301, offering a private club ambiance and locker room facilities. The Fitness Center is available to all individuals working within the Merritt 7 complex. Individuals must complete the registration form as well as the waiver of Liability Agreement and email completed form to Jen Rowe, Tenant Services at jrowe@merritt7.com.

Hours of Operation

Monday through Friday 6:00 am to 9:00 pm,
Saturday and Sundays from 7:30 am to 4:00pm

CONTACT INFORMATION

Date:

First Name		Last Name	
Company			
Building	Work Email	Male/Female	
Access Card Number			

EMERGENCY CONTACT

Name
Relationship
Phone

Signature

I authorize the information provided on this form is accurate.	
Authorize Here/ Full Name	Date

Completed forms will be sent to the Security Command Center and access to the fitness will be added to your current building access card. This will permit you access into the fitness center and locker rooms. Locker rooms are fully equipped with showers and daily towel service. 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 issued through your employer
- You will receive access within twenty-four (24) hours
- A self-service fitness center in building 301 available exclusively to individuals working within Merritt 7
- No family members or guests permitted

For more information on fitness Center membership and services, please contact the Management Office at (203) 849-7000

FITNESS CENTER WAIVER OF LIABILITY AGREEMENT

Owner: Merritt 7 Venture L.L.C. and any future owner of Merritt 7, and their respective successor's and assigns.

Managing Agent: Marcus Partners CT Management, LLC and any future property manager of Merritt 7 and their respective successors and assigns

The undersigned desires to make use of the fitness center (the "Fitness Center") located on the plaza level of building 301, Merritt 7, Norwalk, Connecticut.

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 101, 201, 301, 401, 501 and 601; 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 the Merritt 7, 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, I will immediately cease my participation.
9. The Owner and the Managing Agent have advised me to obtain a medical examination 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.

I UNDERSTAND AND AGREE THAT MY USE OF THE FITNESS CENTER, AND THE FACILITIES AND EQUIPMENT LOCATED THEREIN AND PARTICIPATION IN ANY SUPERVISED OR UNSUPERVISED ACTIVITIES, IS AT MY OWN RISK, AND THAT ASSUME ALL RISK (INCLUDING DAMAGE TO PERSONAL PROPERTY) ASSOCIATED WITH OR ARISING OUT OF EXERCISE AND THE USE OF THE FACILITIES, EQUIPMENT AND PARTICIPATION IN ANY SUPERVISED OR UNSUPERVISED ACTIVITIES AT THE FITNESS CENTER, INCLUDING BUT NOT LIMITED TO PARTICIPATION IN INDIVIDUAL OR GROUP INSTRUCTION, USE OF THE SHOWERS, USE OF CARDIOVASCULAR, WEIGHTLIFTING AND OTHER EQUIPMENT, OR OTHER RELATED ACTIVITIES AT THE FITNESS CENTER. I UNDERSTAND THAT MY USE OF THE FITNESS CENTER, AND \ THE FACILITIES AND EQUIPMENT LOCATED THEREIN AND PARTICIPATION IN ANY SUPERVISED OR UNSUPERVISED ACTIVITIES COULD BE DANGEROUS AND MAY CAUSE SERIOUS OR GRIEVOUS INJURIES, INCLUDING BODILY INJURY, DAMAGE TO PERSONAL PROPERTY AND/OR DEATH. ON BEHALFOF MYSELF, MY HEIRS, EXECUTORS AND ASSIGNS,

I UNDERSTAND THAT I AM HEREBY WAIVING AND RELEASING ANY AND ALL CLAIMS FOR DAMAGES, INJURIES AND DEATH THAT I MAY HAVE AGAINST THE OWNER AND THE MANAGING AGENT AS A RESULT OF MY 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 WHILE USING THE FITNESS CENTER OR ANY FACILITIES, EQUIPMENT AND MATERIALS LOCATED THEREIN, OR WHILE PARTICIPATING IN ANY SUPERVISED OR UNSUPERVISED ACTIVITIES, REGARDLESS OF WHETHER SUCH INJURIES 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 ANDASSIGNS, 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 USE OF THE FITNESS CENTER OR ANY FACILITIES, EQUIPMENT AND MATERIALS LOCATED THEREIN INCLUDING MY INVOLVEMENT 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 communicated to me.

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.

Print Name:	Signature:
Date:	Name of Employer: