

# Granite Place Fitness Center Registration Form

MEMBER NAME:	
COMPANY NAME:	
HOME ADDRESS:	
CITY, STATE, ZIP CODE: _	
BUSINESS PHONE:	
HOME PHONE:	
EMERGENCY CONTACT INF	
NAME:	RELATION:
PHONE NUMBER:	
NOTICE: The Fitness Center immediate medical assista be reached by calling 303-3	r is an unattended fitness facility. If you need nce, please call 911. The management office may
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### Granite Place, LLC Fitness Center Rules and Regulations

#### **ACCESS CARD:**

Member shall gain access to the Fitness Center only by use of the access cards issued by Granite Place, LLC. Use of the access card for entrance into the Fitness Center shall be for the exclusive use of the member only. Use of the access card by any third party will result in termination of member's use of the Fitness Center. Outside guests, family members, children are not allowed in the Fitness Center at any time.

**ATTIRE:** 

Appropriate work-out attire required. Swimsuits, cut-offs, shirts with ripped sleeves and midriffs are not allowed in the athletic area. Cut- offs are not permitted. Athletic shoes and shirts are required.

**TOWELS:** 

Members must use a cloth towel during workouts to protect and clean the machines you use.

**EQUIPMENT:** 

- Members should <u>not drop</u> the free weights on the floor at any time nor should they <u>quickly release</u> the weight stacks on the functional trainer
- Members working in a circuit have priority. Please avoid cutting in front of someone if possible.
- Please return weights to proper weight racks after use.
- Weight collars must be used at all times.
- Please keep weight belt buckles from damaging equipment padding.
- During busy times, please be considerate of other members by limiting your use of aerobic equipment stations to 20 minutes.
- Please make sure to stretch and warm up/cool down for several minutes to avoid injury.
- Members must follow the instruction and movements of fitness class instructors for their own safety and the consideration of those around them.

### TEMPORARY LOCKERS:

The men's and women's locker rooms are for use during workouts only. Fitness Center users should not leave items locked up all day or overnight.

Any items left behind in the locker rooms (clothes, towels, shoes, etc.) will be collected and stored in the lost and found. Those items will be discarded if they remain unclaimed for a week. Unidentified locks that remain on lockers for over 24 hours will be removed.

I consent to abide by the Fitness Center's Rules and Regulations at all times.

<b>SIGNATURE:</b>	Ι	DATE:

## FITNESS CENTER RELEASE AND WAIVER OF CLAIMS

Because of the nature of the activity and programs made available at the Fitness Center (the "Center") located at 6175 S. Willow Drive Greenwood Village, CO 80111 and owned by Granite Place, LLC (the "Owner") and the equipment which is an integral part of the Center, there is an inherent risk of injury. In granting you license to use the Center, Granite Place, LLC therefore enlist your assistance and agreement in assuring that the Center and equipment are utilized and conducted in a proper manner so that risks are minimized by the licensee's thoughtful and cautious use of both the equipment and the Center.

In consideration of the above factors, I, the undersigned licensee, acknowledge the existence of risks in connection with the use of the Center, including the equipment, programs, personal training, fitness classes, and/or recreational activities offered at the Center, and agree to assume such risks as a licensee of the Center and/or participant therein. I also agree to accept the responsibility for any bodily injuries and damages to me and for any injuries and/or damage to the equipment at the Center. I expressly agree that neither Granite Place, LLC shall not be liable for any damages arising from personal injuries or death sustained by me in, or about the premises of the Center, my use of any equipment therein, and/or my participation in any programs, personal training, fitness classes, and/or recreational activities offered at the Specifically, I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my use of the Center, equipment, and/or participation in programs, personal training, fitness classes, and/or recreational activities offered at the Center and agree to accept full responsibility for all bodily injuries or death arising out of or that may result from my use of the Center, the equipment, and/or participation in programs, personal training, fitness classes, and/or recreational activities offered at the Center, including but not limited to those activities that involve risks in one or more of the following general areas:

(a) the use of exercise equipment at the Center; (b) participation in the supervised and unsupervised activities that are made available at the Center, and in other individual or group exercise activities, including through any personal training or fitness classes that may be offered through independent contractors; (c) injuries or medical disorders arising out of my exercising at the Center, including but not limited to: heart attack, stroke, heat stress or other injuries that arise out of individual or group activities, such as sprains, broken bones, torn muscles, torn ligaments, etc.; (d) accidents that occur within the Center; and (e) any and all activities not located at the Center but which are sponsored in whole or in part by Granite Place, LLC.

I acknowledge that Granite Place, LLC does not assume responsibility for articles damaged, lost or stolen in or about the Center, including but not limited to lockers, or for loss or damage to any property, including but not limited to automobiles and the contents thereof.

ADDITIONALLY, I HEREBY FULLY RELEASE, WAIVE, REMISE, AND DISCHARGE GRANITE PLACE, LLC AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS, AND CAUSES OF ACTION OF WHATEVER NATURE, PRESENT OR FUTURE, INCLUDING INJURIES OR DEATH SUSTAINED BY ME RESULTING FROM OR ARISING OUT OF THE USE OF THE CENTER, THE EQUIPMENT, AND/OR PARTICIPATION IN PROGRAMS, PERSONAL TRAINING, FITNESS CLASSES,

AND/OR RECREATIONAL ACTIVITIES OFFERED AT THE CENTER BY INDEPENDENT CONTRACTOR TRAINERS, INCLUDING THOSE ALLEGEDLY ATTRIBUTED TO THE NEGLIGENT ACTS OR OMISSIONS OF GRANITE PLACE, LLC, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS. THIS RELEASE AND WAIVER INCLUDES ALL RIGHTS TO HAVE SUCH CLAIMS OR CAUSES OF ACTION BROUGHT OR ASSERTED ON MY BEHALF.

This **RELEASE** and **WAIVER** is intended to be as broad and inclusive as Colorado law allows, and in the event Colorado law invalidates any portion of this agreement, the balance of the agreement shall be enforceable.

I further acknowledge the existence of and the need for certain rules concerning the use of the equipment and Center, and other procedures related to activities at the Center. I agree to read and to abide by the rules presently existing and any future amendments to the rules, and to make every individual effort to assure that the equipment and Center are kept in a safe and usable condition. I understand that a failure to abide by the rules or a display of offensive or disorderly behavior may result in ejection from the Center and/or revocation or suspension of my license.

I acknowledge and understand that I can be held responsible for replacement of or the cash value of damage to the Center, supplies, or equipment due to acts of negligence, abuse, or loss caused by me.

I acknowledge and understand that children and guests are not allowed in the Center or to use the equipment at the Center.

I hereby authorize Granite Place, LLC to administer First Aid to me or take whatever action is deemed necessary concerning my health and welfare. I hereby agree and intend that the terms of this **RELEASE** agreement extend to the provision or non-provision of such First Aid services. I agree that I will be financially responsible for paying the charges for any such treatment.

I acknowledge that the Center, including the use of any equipment or participation in any programs, personal training, fitness classes, and/or recreational activities at the Center, is for the exclusive benefit and use of tenants and employees of tenants of the building located at 6175 S. Willow Drive Greenwood Village, CO 80111. Should I cease being a tenant or employee of a tenant at the building in which the Center is located, I will notify Granite Place, LLC of this event and return all I.D. cards, and I agree that the membership will terminate effective as of the date of the move.

Having read this agreement, I acknowledge and understand it is a **RELEASE OF ALL CLAIMS** and knowingly agree to accept full responsibility for my own exposure to the risks described herein. I further agree that no oral representations, statements or inducements apart from this written agreement have been made.

Licensee Signature (Member)/Name of Employer