



RULES

- Use facilities and equipment at your own risk.
- Use equipment properly and follow directions carefully.
- Do not lean on equipment. Keep hands away from any moving parts.
- Consult a physician before beginning an exercise program.
- No one under 18 allowed to use the fitness center.
- Proper fitness attire is required.
- Food and beverages shall not be brought to the Fitness Center.
- Bottled water & sport drinks in +non-breakable containers are allowed.
- Changing of clothes is to be done in the locker rooms.
- Report any damaged equipment to management immediately. **DO NOT USE.**
- Please return all equipment to its place and wipe down machines after use.
- Fitness center is monitored by closed circuit television (CCTV).

CONTRACT AND MEMBERSHIP AGREEMENT TERMS

1. This agreement is entered into between CPI Services LLC (the building "Owner"), managed by Cousins Vantage LP ("Management") and the undersigned member ("Member") for use of the Vantage South End Fitness (the "Fitness Center").
2. **CONSUMER'S RIGHT TO CANCELLATION:** You may cancel this contract without any penalty or further obligation at any time by notifying Property Management via e-mail at VantageDocs@cousins.com.
3. **MEMBER'S HEALTH WARRANTY:** Member and buyer represent that Member is in good health and has no disability, impairment, injury, disease, or ailment preventing her/him from engaging in active or passive exercise or which would cause increased risk or injury or adverse health consequences as a result of naïve or abusive exercise. Member assumes full responsibility for her or his use of the facility and shall indemnify VANTAGE SOUTH END FITNESS and the Fitness Center, the owner of the Fitness Center location the member is utilizing, its affiliates, agents, and employees against any and all liability arising out of use of the facilities.
4. **RULES, REGULATIONS, AND SCHEDULES:** Member agrees to abide by all the membership rules, regulations, and schedules of the Fitness Center, which may be presented in this agreement or issued orally, and which may be amended from time to time, at Management's sole discretion.
5. **PRESENTATION OF MEMBERSHIP CARD:** No one will be admitted to the fitness center without properly scanning their access card upon each entry.
6. **INDEPENDENT CONTRACTORS:** From time to time, we may make available to members the services of independent contractors. We do not warrant or guarantee the quality of these services and do not guarantee that these services will remain available to Members for any period of time, and hereby disclaim all liability arising out of such services.



7. **TRANSFERS OF MEMBERSHIP:** Membership may not be transferred. Membership is intended for employees at Vantage South End only and does not extend to family members, friends, etc.
8. **ENTIRE AGREEMENT:** Except for the rules, regulations and schedules listed in this agreement or issued orally by VANTAGE SOUTH END FITNESS from time to time at its discretion, all of which are incorporated into this agreement, this contract constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any oral or other written understanding. This contract only may be modified in writing executed by a duly authorized representative of VANTAGE SOUTH END FITNESS. Employees are not authorized to make any independent agreements with any Member.
9. **VALUABLES AND PERSONAL PROPERTY/LOCKERS:** Members are urged to avoid bringing valuables onto the Fitness Center premises. Day lockers are provided solely for the benefit and convenience of members. Lockers may not be utilized overnight, and management will remove any articles left in a locker overnight. VANTAGE SOUTH END FITNESS is not responsible for loss of or theft of, or damage to, the personal property of members, including items left in lockers. By signing this agreement, Member is releasing VANTAGE SOUTH END FITNESS of any and all claims, demands, suits, complaints, cause of action or any liability for loss, stolen or damage to any personal property while using a locker on the premises.
10. **PROHIBITED ITEMS AND ACTIVITIES:** Vantage South End is a No Smoking campus. All smoking, vaping, and the use of e-cigs must take place at least 25 feet from the property. Members are not permitted to engage in any activity at VANTAGE SOUTH END FITNESS while under the influence of alcohol or illegal substances. Storage of illegal substances, firearms, and toxic or volatile chemicals is prohibited and punishable by law.
11. **GROUP FITNESS RULES:** Allow enough time to sign in before each class. Do not enter a class late or leave early unless you give the instructor prior notice as to not disrupt the flow of the class. If you are just starting Group Fitness or have a pre-existing injury or problems that prevent full participation, please discuss the situation with the Group Fitness instructor before class. Aerobics shoes and proper attire must be worn in all Group Fitness classes.
12. **DRESS CODE:** Proper athletic attire and footwear required. No street clothes or dress shoes permitted in fitness area. Management has the right to prevent the use of any equipment if the proper attire is not worn.
13. **NON-VANTAGE SOUTH END FITNESS PERSONAL TRAINERS:** Use of non-VANTAGE SOUTH END FITNESS Personal Trainers in the Fitness Center is prohibited. Members may not personally train other members.
14. **REVOCATION OF MEMBERSHIP:** VANTAGE SOUTH END FITNESS reserves the right to revoke and cancel this membership at any time for any reason.
15. **WAIVER OF LIABILITY:** Member assumes full responsibility for her or his use of the facility and releases VANTAGE SOUTH END FITNESS from any and all claims, including those caused in whole or in part, by the negligence of VANTAGE SOUTH END FITNESS and shall indemnify VANTAGE SOUTH END



FITNESS, the owner of the Fitness Center location the Member is utilizing, its affiliates, agents, and employees against any and all liability arising out of use of the facilities. Member understands that although the facilities, equipment and services of VANTAGE SOUTH END FITNESS and the Fitness Center are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment, services, and participation in the Programs may result in injury. Therefore, Member agrees to specifically assume all risk of injury for Member while Member is using any of the Fitness Center's facilities, equipment, services or participating in the Programs and hereby waives any and all claims or actions that may arise against VANTAGE SOUTH END FITNESS or its owners, employees, contractors, volunteers as a result of such injury. These risks include, but are not limited to:

- a. Injuries arising from Member's use of any equipment in connection with the Programs, whether occurring inside or outside of the Fitness Center,
 - b. Injuries arising from Member's transportation to and from a site that is a part of the Programs,
 - c. Injuries or medical disorders arising from Member's participation in the Programs, whether occurring within or outside of the Fitness Center, and
 - d. Actions taken or decisions made by VANTAGE SOUTH END FITNESS, its staff members, volunteers or chaperones regarding medical or survival procedures for Member.
16. **ASSUMPTION OF RISK:** Member agrees that if Member engages in any physical exercise or activity, including personal training, or uses any facility or equipment for any purpose, Member does so at Member's own risk and assumes the risk of any and all injury and/or damage Member may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using the Fitness Center facility, including the locker rooms, or using any equipment, including injuries or damages arising out of the negligence of VANTAGE SOUTH END FITNESS, whether active or passive, or any of VANTAGE SOUTH END FITNESS trainers, contractors, Owner, Management, affiliates, employees, agents, representatives, successors, and assigns. Member's assumption of risk includes, but is not limited to, Member's use of any exercise equipment (mechanical or otherwise), exercise rooms, locker rooms, stairs, showers, lobby, reception areas or other general areas of any facilities, or any equipment. Member assumes the risk of Member's participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, strength training, stretching, walking, jogging, running, cycling, rowing, aerobic activities, yoga, or any other sporting or recreational endeavor. Member agrees that Member is voluntarily participating in the aforementioned activities and assumes all risk of injury, illness, damage, or loss to Member or Member's property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of



the negligence of VANTAGE SOUTH END FITNESS, Owner, Management, or otherwise. Member understands that they are using the Fitness Center facility and locker rooms AT THEIR OWN RISK and knowingly and voluntarily assume all risks associated with such use.

17. **ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19:** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governmental agencies and federal and state health organizations have implemented regulations regarding social distancing and have limited the congregation of groups of people. VANTAGE SOUTH END FITNESS has put in place preventative measures to reduce the spread of COVID-19 throughout the Building; however, cannot guarantee that you will not become infected with COVID-19 through use of the Fitness Center. Further, use of the Fitness Center could greatly increase your risk of contracting COVID-19. In connection therewith, Member certifies that she/he is over the age of eighteen(18) years old and acknowledges the contagious nature of COVID-19 and voluntarily assume the risk of exposure to, or infection by, COVID-19 through use of the Fitness Center, and that such exposure or infection may result in personal injury, illness, permanent disability, and even death. Member understands that the risk of becoming exposed to or infected by COVID-19 through use of the Fitness Center may result from the actions, omissions, or negligence of Member and other, including, but not limited to, building employees, other VANTAGE SOUTH END FITNESS users, and their respective families. Member voluntarily agrees to assume all the foregoing risks and accept sole responsibility for any injury to Member (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expenses, of any kind that may be experienced or incurred in connection with use of the Fitness Center. Member hereby releases, covenants not to sue, discharge, and hold harmless the Fitness Center, Owner, Management, their employees, agents, affiliates, and representatives, of and from all claims, including liabilities, claims, actions, damages, cost, or expenses of any kind arising out of or relating to the use of VANTAGE SOUTH END FITNESS and possible exposure to COVID-19. Member understands and fully agrees that this release includes any claims based on actions, omission, or negligence of the Fitness Center, Owner, Management, their respective employees, agents, affiliates, representatives, contractors, or volunteers whether a COVID-19 infection occurs before, during, or after use of VANTAGE SOUTH END FITNESS.
18. **RELEASE:** Member agrees on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge VANTAGE SOUTH END FITNESS, CPI Services LLC , Cousins Vantage LP, and its trainers, contractors, affiliates, related entities, employees, agents, representatives, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence



of the Fitness Center, whether active or passive, or any of the Fitness Center's trainers, contractors, affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) Member's use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training and/or exercise classes, (d) Injuries or medical disorders arising from Member's participation in the programs, whether occurring within or outside of the Club, (e) negligent hiring or retention of employees, (f) slipping or tripping and falling while on any portion of the premises, including while traveling to or from the locker room facility to the Fitness Center floor, and travel through all building common areas, including injuries resulting from VANTAGE SOUTH END FITNESS or anyone else's negligent inspection or maintenance of the facility or premises, (g) actions taken or decisions made by VANTAGE SOUTH END FITNESS, Owner, Management, its staff members, volunteers, chaperones, or other members regarding medical or survival procedures for Member, and/or (h) injuries arising from Member's use of the facility at their own risk.

19. **INDEMNIFICATION:** By execution of this agreement, Member hereby agree to indemnify and hold harmless VANTAGE SOUTH END FITNESS, CPI Services LLC , Cousins Vantage LP, its affiliates, employees, agents, and representatives against any and all claims, loss, damage, COVID-19 contraction, or liability arising out of the use of the Fitness Center.
20. **ACKNOWLEDGMENTS:** Member expressly agrees that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Member acknowledges that Member has carefully read this waiver and release and fully understands that it is a release of liability, express assumption of risk and indemnity agreement. Member is aware and agrees that by executing this waiver and release, Member is giving up Member's right to bring a legal action or assert a claim against VANTAGE SOUTH END FITNESS, CPI Services LLC , Cousins Vantage LP, its affiliates, employees, agents, and representatives. Member has read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.
21. **ENTIRE AGREEMENT:** Except for the rules, regulations and schedules listed in this agreement, or issued orally by VANTAGE SOUTH END FITNESS from time to time at its discretion, all of which are incorporated into this agreement, this contract constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any oral or other written understanding. This contract only may be modified in writing executed by a duly authorized representative of VANTAGE SOUTH END FITNESS. Employees are not authorized to make any independent agreements with any Member. I



have read the Waiver of Liability and Assumption of Risk thoroughly and understand the terms. My participation in the Programs and my execution of the Waiver of Liability and Assumption of Risk are both purely voluntary and I elect to do so despite the risks.

HOURS OF OPERATION

Monday – Friday	Saturday	Sunday
5:30am – 8:00pm	7:00am – 1:00pm	Closed

PERSONAL DETAILS

Full Name: *	<input type="text" value="Full Name"/>
Company: *	<input type="text" value="Company"/>
Email: *	<input type="text" value="Email"/>
Phone: *	<input type="text" value="Phone"/>

EMERGENCY CONTACT

Full Name: *	<input type="text" value="Full Name"/>
Phone: *	<input type="text" value="Phone"/>
Relation	<input type="text" value="Relation"/>

☐ By checking this box, I agree to the Vantage Southend Fitness Center terms.

Full Name: *	<input type="text" value="Full Name"/>
E-Signature: *	<input type="text" value="Signature"/>
Date: *	<input type="text" value="mm/dd/yyyy"/> 