

the reserve fitness center

WELCOME TO THE RESERVE FITNESS CENTER

The Reserve Fitness Center is an exclusive facility for the sole use of its members. In addition to state of the art cardiovascular and strength training equipment, the Fitness Center offers the following amenities:

Showers
Day-Use Lockers
Towel Service

The Fitness Center is located in the Northeast portion of The Reserve project. The Fitness Center can be accessed by members with a valid key card.

Current operating hours are Monday – Friday from 4:00AM – 10:00PM.
Saturday & Sunday from 7:00AM – 2:00 PM.

Membership is limited to project tenants and requires the completion of a membership application.

The Membership Fee is: \$40.00/month.
Your payment is due on the 1st of each month.

MEMBERS ONLY POLICY

The use of the Fitness Center is strictly limited to its members. Anyone that allows any non-member to enter the Health Club is subject to permanent cancellation of the right to use the facility and a forfeit of any remaining membership term.

MEMEBERSHIP CANCELLATION

You may cancel your membership at any time by filling out a cancelation request form. Cancellation is 30 days' notice. There are NO REFUNDS for paid memberships.

DAY-USE LOCKERS

The use of lockers is limited to use while the member is working out. Any items that are left in the lockers while the member is not in the Fitness Center are subject to being removed and disposed by management.

We hope you enjoy the use of The Reserve Fitness Center. Please contact the Building Management Office at (310) 591-3200 with any questions or to schedule a tour.

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EXHIBIT "A"

INFORMED CONSENT, RELEASE, AND INDEMNITY

Facility Name: The Reserve Fitness Center
Address: 13031 W Jefferson Blvd
Los Angeles, CA 90094

I, _____, understand that I will not be allowed access to or permitted to use The Reserve Fitness Center (including, without limitation, its facilities, services and/or equipment) and/or the locker rooms serving the facility (collectively, "**Fitness Center**") unless I read, sign and deliver to The Reserve Investors, LLC ("**Owner**") this Informed Consent and Release.

I recognize and am fully aware that participation in the activities offered at the Fitness Center is strictly voluntary and acknowledge that some of the activities in which I will or may hereafter participate may be of hazardous nature and include strenuous physical exercise or activity. Recognizing this, I hereby certify that, to the best of my knowledge, I do not have any medical, physical, mental, or emotional health condition that would hinder or prevent my active participation in such activities and that I will not utilize the Fitness Center including without limitation participating in any physical exercise and/or other activities if I hereafter have any medical, physical, mental or emotional health condition that would hinder or prevent my participation in same or otherwise present a risk of harm to my health. I also agree to complete and sign a Physical Activity Readiness Questionnaire (PARQ) before participating in any exercise activities at the Fitness Center.

In consideration of my request to participate in the activities offered at the Fitness Center, and Owner's permission to use the Fitness Center, I acknowledge and agree to the following:

1. I hereby knowingly and intentionally assume full responsibility for all risk of injury or loss which may result from my participation in the activities offered by The Reserve Fitness Center and use of the Fitness Center.

2. I agree to and will defend, indemnify and hold harmless from, and hereby do knowingly and intentionally release and forever discharge The Reserve Investors, LLC, and its affiliates, officers, managers, members, agents, insurers, attorneys, partners, employees and representatives, as well as any and all instructors (and their respective partners, officers, agents, employees, and other representatives of any of the foregoing), from any and all acts of claims, causes of action, damages, liabilities, losses and/or injuries (including, without limitation, illness and/or death) to person, property or otherwise, judgments, awards, attorneys' fees and costs arising from or related to or resulting directly or indirectly from (a) my access to and/or use of the Fitness Center as well as my participation in the activities offered by The Reserve Fitness Center and occurring during said participation, or any time subsequent thereto, and/or (b) acts and/or omissions of any other guest, invitee or other person using or accessing the Fitness Center or otherwise participating in the activities offered by The Reserve Fitness Center.

3. I represent and warrant to The Reserve Investors, LLC, its contractors and instructors, that the answers I have given in my PARQ (and in any PARQ hereafter provided) are true and accurate.

4. The terms of this Release will serve as a release and assumption of risk for me and my heirs, executors, and administrators and for all of my family members. If contractors and/or instructors are utilized at the Fitness Center, they shall be covered by this release without regard to the nature of such contractors' or instructors' relationship, if any, to Owner.

5. Nothing herein shall be construed as a waiver of any rights or benefits which would otherwise be available under any applicable medical or Worker's Compensation insurance carried by or for the benefit of the undersigned participant.

6. Owner reserves the right to exclude anyone from the Fitness Center, for any reason, including but not limited to situations in which such person's continued use may be dangerous, any inappropriate behavior, or violations of rules which may be established from time to time.

PLEASE NOTE THAT OWNER STRONGLY RECOMMENDS THAT EACH PARTICIPANT HAVE SOME TYPE OF ACCIDENT MEDICAL INSURANCE FOR HIS/HER OWN PROTECTION AND OBTAIN A PHYSICIAN'S RELEASE FOR EXERCISE.

Date:	_____
Printed Name of Member:	_____
Signature of Member:	_____
E-mail Address :	_____
<i>(*Email will be used for notification purposes only and will not be shared with third parties.)</i>	
Membership or Identification Number:	_____
Company Name:	_____

FOR OFFICE USE ONLY	
Received By:	Date:

EXHIBIT "B"

THE RESERVE FITNESS CENTER – RULES

1. No one may use these facilities before having signed and returned all required member registration forms, including the Informed Consent and Release. Additionally, a keycard with a picture on it or a keycard (without a picture) accompanied by a Driver's License is required for access to the facility.
2. No one under the age of eighteen (18) years is allowed on the premises.
3. No smoking, food, or alcohol allowed in the facility. Water and other liquids must be kept in sports bottles, or other appropriately covered containers.
4. No running, jogging, or horseplay.
5. Shirt and soft-soled athletic shoes must be worn on the exercise floor. No belt buckles or studded clothing.
6. Please be cordial to other members when using the equipment; no cursing, loud, or abusive language.
7. Read equipment safety and instructional signs carefully before using machines.
8. Use the equipment as it is intended to be used.
9. Insert weight pins fully into weight stacks. Do not use add-on weights or other objects and training aids unless provided by the facility and intended specifically for such use.
10. Keep head and limbs clear of weights and other moving parts. Do not drop weight stacks-return weights to starting position slowly.
11. Do not attempt any repairs or adjustments that are not part of the intended use of equipment.
12. Stop exercise if you feel weak, faint, nauseous, or unduly tired or uncomfortable.
13. Do not leave items in the day-use lockers following your workout. Lockers are cleaned out on a daily basis; items removed will be discarded at member's risk and without liability on the part of Owner.
14. Please deposit all used towels into the appropriate receptacles. Towels are not to be removed from the Fitness Center.
15. Please wipe down sweat from the equipment immediately after use.

I, the undersigned, have read and have understood The Reserve Fitness Center Rules as written above. I promise to abide by these rules whenever I enter The Reserve Fitness Center facilities.

Date:	_____
Printed Name of Member:	_____
Signature of Member:	_____

EXHIBIT "C"

PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (PARQ)

For most people, physical activity should not pose any problem or hazard. PARQ is designed to identify the smaller number of adults for whom physical activity might be inappropriate or those who should have medical advise concerning the type, frequency, duration, and intensity of activity most suitable.

If your answer is "YES" to any of the following questions, The Reserve Investors, LLC will give you a Physician's Release that must be completed and signed by your doctor and returned to facility management before you enter and use the facility.

1. Has your doctor ever said you have heart trouble?
2. Do you frequently suffer from pains in the chest?
3. Do you often feel faint or have spells of severe dizziness?
4. Has a doctor ever said your blood pressure was too high?
5. Has a doctor ever told you that you have a bone or joint problem such as arthritis that has been aggravated by exercise, or might be made worse with exercise?
6. Do you have an eating disorder such as bulimia or anorexia?
7. Is there a good physical reason not mentioned here why you should not follow an activity program even if you wanted to?
8. Are you over age 65 and not accustomed to vigorous exercise?

Please check the appropriate blank below. You and a witness must print and sign your names.

____ I have read and have understood the questions above and my answer to each is "NO".

____ I have read and have understood the questions above and my answer to one or more is "YES". I will return a Physician's Release, completed and signed by my doctor, to management before entering and using The Reserve Fitness Center.

Date:	_____
Printed Name of Member:	_____
Signature of Member:	_____

EXHIBIT "D"

**THE RESERVE FITNESS CENTER
PHYSICIAN'S RELEASE FORM**

Date: _____

Dear Doctor:

Your patient, _____, wishes to use The Reserve Fitness Center at 13031 W Jefferson Blvd, Los Angeles, CA 90094. However, his/her answers on the Physical Activity Readiness Questionnaire (PARQ) indicate that a Physician's Release would be prudent. Please see the attached and completed copy of your patient's PARQ.

The Reserve Fitness Center includes a variety of cardiovascular and weight resistance machines. Although instruction personnel are available to answer questions about safe and proper equipment use and to provide program information, the facility and its staff are not responsible for personal instruction and/or personal supervision of members.

We would appreciate your reviewing your patient's PARQ, and making such other determinations as you deem appropriate in your professional judgment, and advising us below as to whether your patient is or is not approved to begin an exercise program.

Thank you for your prompt attention to this request.

Sincerely,

The Reserve Fitness Center

By: _____
(Owner Representative/Managing Agent)

To: The Reserve Fitness Center

My patient, _____, has my approval and is hereby released to begin an exercise program.

Dr.'s Signature: _____

Dr.'s Printed Name: _____

Date: _____ Telephone Number: _____

COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement

I understand that the World Health Organization has classified the novel coronavirus (COVID-19) outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death.

I understand that while The Reserve Fitness Center (the “**Fitness Center**”) has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with my use of the Fitness Center or participation in its activities or programs, the Fitness Center is not responsible in any manner for any risks related to COVID-19 in connection with such use. The Fitness Center cannot guarantee that you will not become infected with COVID-19. Further, using the Fitness Center could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and **voluntarily assume the risk** that I may be exposed to or infected by COVID-19 by participating in activities at the Fitness Center and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Fitness Center may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Fitness Center employees, and other program participants. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, cause of action, litigation, demand or expense, of any kind, that I may experience or incur in connection with my participation in activities at the Fitness Center or participation in Fitness Center programming (collectively, the “**Claims**”). I hereby forever release, waive, covenant not to sue, discharge, and hold harmless the Fitness Center, the owner of the building, the Worthe Real Estate Group, their respective employees, agents, and representatives, (collectively, the “**Releasees**”), of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Fitness Center and the Releasees, whether a COVID-19 infection occurs before, during, or after my participation in any Fitness Center program or activities.

This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement (“**Agreement**”) shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to participate in activities at the Fitness Center. I acknowledge I am giving up legal rights and/or remedies which may be available to me.

Date:	_____
Printed Name of Member:	_____
Signature of Member:	_____

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Automatic Credit Card Billing Authorization Form

For your automatic Fitness Center monthly payment, please complete the Credit Card Information section below and sign the form. All requested information is required. Upon approval, we will automatically bill your credit card each month and your total charges will appear on your monthly credit card statement. **You may cancel this automatic billing authorization by providing us with written notice thirty (30) days prior to termination.**

Customer Information (To be completed by customer)

Customer Name

Phone

Email

Payment Information (To be completed by merchant)

I authorize The Reserve Investors, LLC to automatically bill the card listed below as specified:

Amount: \$40.00

Frequency: Monthly

_____/_____/_____
Start billing on

End billing when: Customer provides written cancellation
30 days prior to termination.

Credit Card Information (To be completed by customer)

Credit card type
(NO Discover)

Credit card number

_____/_____
Expires

Cardholder's name (as shown on credit card)

Cardholder's billing zip code

CVN

Street Address

City/State

Cardholder's signature

_____/_____/_____
Date