

# CAPELLA TOWER HEALTH CLUB

225 South 6th St, Minneapolis, MN 55402  
WWW.CAPELLATOWERHEALTHCLUB.COM

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Last Name First Birth Date

\_\_\_\_\_  
Address City State Zip Code

\_\_\_\_\_  
Business Email Address (\_\_\_\_\_) Day Phone Employer Building Access Card #  
Your email address will be used for communication from AdvantageHealth Corporation and Capella Tower Health Club only. Personal information and email will not be used for any outside solicitation or marketing purposes. (First 5 digits on back of card)

\_\_\_\_\_  
Emergency Contact Name (\_\_\_\_\_) Phone

### Personal Health History

If you answer "Yes" to any one or more of the following questions, AdvantageHealth and Capella Tower Health Club highly recommend you see your physician before beginning an exercise program. You can obtain a Physician Referral Form from the Capella Tower Health Club staff.

1. Are you over age 40 **AND** unaccustomed to vigorous activity?
2. Have you ever had a heart attack?
3. Have you ever been told by a doctor that you have high blood pressure, a heart murmur, heart or lung disease?
4. Is your heartbeat ever irregular or do you have spells where it suddenly goes fast?
5. Do you have chest, neck, shoulder or arm pain or pressure during or after exercise?
6. Are you taking medications for your heart?
7. Do you get out of breath with moderate exertion?
8. Do you have bone or joint problems?
9. Is your cholesterol high?

### **Please read, initial and sign.**

I acknowledge that access cards are non-transferable and must be shown at all times for admittance to the Capella Tower Health Club facility.  
initial \_\_\_\_\_

By signing, I acknowledge that I have read and understand the words and language **on this page** and in the **Waiver of Liability, Assumption of Risk, and Indemnity Agreement** on the reverse side of this form.

Signature \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

### **Office Use Only**

Today's Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Membership Start Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ I.D. Badge # \_\_\_\_\_  
Paperwork Explained \_\_\_\_\_ Master List Entry \_\_\_\_\_ Email List Entry \_\_\_\_\_ Security Notified \_\_\_\_\_ ARB Created \_\_\_\_\_



# CAPELLA TOWER HEALTH CLUB

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## Waiver of Liability, Assumption of Risk and Indemnity Agreement

**Waiver:** In consideration of permission to use, today and on all future dates, the property, facilities, equipment, services, and programs of the Capella Tower Health Club, I, for myself, my heirs, personal representatives or assigns, to the fullest extent permitted by law, **do hereby release, waive, discharge, and covenant not to sue** AdvantageHealth Corporation, as well as any successors, assigns, affiliates and subsidiaries, and any of their directors, officers, employees, contractors, managers, members, shareholders, and agents (the "Indemnified Parties") from liability **for any and all claims including the negligence of the Indemnified Parties associated with** the Capella Tower Health Club's facilities and programs resulting in personal injury, accidents or illnesses (including death), and property loss (including property that may be stolen) arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment. I further release, waive, discharge and covenant not to sue the Indemnified Parties in connection with the provision any health and fitness related services and programs provided at the Capella Tower Health Club or in connection with the use or non-use of any health-assistance devices (including, but not limited to automated external defibrillators, if any), located (or not located) on such premises.

**Assumption of Risks:** Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Capella Tower Health Club has facilities for and provides for activities such as weightlifting, running, aerobic activities, classes and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death. I acknowledge that the facilities may be unsupervised and that there is a possible danger connected with any physical activity, including dangers of physical injury and death, in addition to the danger of crime committed by others in unsupervised facilities, including locker rooms.

**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 Capella Tower Health Club's Facilities and Programs. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks. I further agree that I will not allow any minor children to accompany me into the premises, and in the event I do so, it is at my and the child's sole risk, and I agree to defend and indemnify the Indemnified Parties to the fullest extent permitted by law for any claim brought by any minor children against them.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD the Indemnified Parties HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at Capella Tower Health Club and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect to the maximum extent permissible.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, have reviewed or had the opportunity to have it reviewed with legal counsel and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the 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.



**EXERCISE FACILITY CONSENT AND WAIVER OF LIABILITY AGREEMENT**  
(Capella Tower, 225 South Sixth Street, Minneapolis, MN 55402)

In order to use the facilities, locker rooms and equipment ("Facility") located at (Building street address, city and state) (the "Building"), I hereby certify, covenant, and agree as follows:

1. I fully recognize that I am responsible for knowledge of my own state of health at all times and use the Facility at my own risk.
2. I fully recognize that I am responsible for not visiting the Facility if I am experiencing any symptoms of COVID-19 or any other contagious virus.
3. I will do all exercise and participate in all activities at my own risk. I acknowledge that neither the Owner of the Building, SRI Eleven Minneapolis 225 LLC ("Owner"), nor the Owner's Agent, Shorestein Realty Services, L.P. ("Owner's Agent"), nor any of the Owner's Agent's advisors or employees, are expected or required to provide training on any of the equipment in the Facility or to provide training materials.
4. I acknowledge that neither the Owner, the Owner's Agent nor any of the Owner's Agent's contractors, advisors or employees make any representations or warranties about the condition of the equipment.

No Representations. User hereby acknowledges that the installation of equipment, devices and/or facilities in or serving the Facility shall in no way be deemed a representation or warranty by Owner or Owner's Agent regarding the efficacy or safety of the same, nor as an agreement or undertaking by, or obligation of, Owner or Owner's Agent to protect, indemnify or hold User harmless from any harm of any type or to ensure User's safety. It is expressly understood and agreed that use of the Facility by User shall be at User's sole risk.

5. I acknowledge that the Facility is unstaffed and is not monitored by any visual device. I understand and acknowledge that the Owner, the Owner's Agent, nor any of the Owner's Agent's advisors or employees, represents that its employees, personnel or Agents have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on such medical condition.
6. I understand that in participating in one or more exercises or fitness activities at the Facility, or in use of the equipment or the Facility in any way, there is a possibility of accidental or other physical injury, loss of life, exposure to Covid-19 or any similar virus, or loss of my personal property. I agree to assume that risk of any such accident, injury, loss of life, illness, or loss of property. I hereby release and forever discharge Owner and Owner's Agent, their respective officers, Owner's Agent's employees, personnel, partners, directors, shareholders, affiliates and other representatives, and their successors and assigns (collectively, the "Released Parties"), from any and all liability, harm and damage, and waive any and all claims whatsoever, for any injury, accident, loss of life or loss in connection with my use of or entry into the Facility. In addition, I hereby agree to forever defend, indemnify and hold harmless the Released Parties from any and all costs, claims, liability, harm, damage or expenses resulting from my use of or entry into the facility or the equipment.
7. I acknowledge that I have received and read a copy of the current Rules and Regulations governing the use of the Facility (a copy of which is attached hereto). I agree that I will fully comply with all rules and regulations as they are amended from time to time.

**USER:**

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Employer Name

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Employee Name (Please Print)

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Suite Number

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Signature

---

Telephone

---

Date

## EXERCISE FACILITY RULES AND REGULATIONS

The following Rules and Regulations are intended to make the Facility at the Building as safe, enjoyable and pleasant as possible for all users (“Users”). These Rules are applicable to all Users and may be changed from time to time by Owner or Owner’s Agent in order to provide for the safe, orderly and enjoyable use of the Facility’s facilities and equipment.

1. Use. Users shall use the facilities and related equipment solely for weight and cardiovascular training on the equipment provided and shall wipe off all equipment before and after use. Users shall not misuse or use the Facility and related equipment in any manner that will damage the same. Users shall not install, nor tamper with or remove, any equipment in the Facility. **No person may use the Facility unless they have signed a Waiver of Liability.** This Facility is open to Tenants only. Guests are not authorized to use the Facility and users shall not grant access to the Facility, nor permit the Facility to be used, by any unauthorized persons.
2. Exercise Facility Trainers. Users who wish to hire personal trainers and to use the Facility for training will ensure that the trainer has completed an Exercise Facility Waiver PRIOR to scheduling any training in the Facility. The Exercise Facility Waiver must be delivered to the Management Office prior to scheduling any training in the Facility.
3. Hours of Operation. In order to accommodate thorough cleaning of the Facility on a daily basis, the Facility may be used only during the following hours:

### **Monday through Friday**

6:00 am – 7:00 pm

The Facility will not be open for use on Sundays, New Year's Day, Presidents' Day, Martin Luther King's Birthday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. The Facility may be closed, and its hours of operation modified from time-to-time, at Owner's sole discretion. Tenants will be notified at least 24 hours in advance of any closing, unless such closing is due to emergency.

4. Conduct. Any conduct that unreasonably interferes with the use or enjoyment of Facility or the equipment by others, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Facility or the equipment, is strictly prohibited. Radios, tape recorders or other similar personal audio equipment may not be used without headphones. No User shall make, or permit to be made, any disturbing noises or disturb or interfere with the occupants of the Building or neighboring Buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, loud speaker or other sound system. Those in violation of this rule will be subject to immediate expulsion.

## EXERCISE FACILITY RULES AND REGULATIONS

5. Solicitations and Petitions. Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.
6. Identification. Upon request by Owner's employee or personnel, Users must present their key for identification purposes. Neither Owner nor the Owner's Agent assumes responsibility for lost or stolen keys.
7. Food and Beverages Prohibited. Food and beverages shall not be brought to the Facility for consumption on the premises, except for bottled water or sports beverages. Alcoholic beverages are strictly prohibited.
8. Notices, Complaints or Suggestions. Users must immediately notify Owner or Owner's Agent in the event that they discover any unsafe or hazardous defect or condition relating to the Facility or the equipment, or any more than de minimis breakage, fire, or disorder at the Facility. Complaints or suggestions as to the operation, maintenance, services, or equipment at the Facility should be directed to Owner's Agent.
9. Other Facilities. Owner or Owner's Agent may prohibit, use or close the Facility if misused in any way. Owner and Owner's Agent take no responsibility for personal possessions left in the Facility. **Locks on lockers are permissible, but all articles and locks must be removed when the user leaves the Facility.** Owner and Owner's Agent reserve the right to remove and dispose of any locks and personal possessions remaining in the Facility when it closes each day. Owner and Owner's Agent make no representation or warranty that the use of any locker will protect User's personal property from damage, loss or theft.
10. Violation of Rules. Repeated failure or refusal to comply with these Rules and Regulations may result in the loss of privileges.
11. Maintenance. No member shall leave any litter, trash, debris, or articles of clothing at the Facility. The entry door(s) to the Facility shall be kept closed at all times.
12. Card Keys. User hereby agrees to keep any card key provided to User in User's possession and control at all times until required or requested to surrender the same, and in no event shall User lend or otherwise transfer its card key to any other person. In the event User shall lose or misplace its card key, or in the event User's card shall be stolen, User shall immediately notify Owner and Owner's Agent in writing. User further agrees that, in the event either (i) User's employment with Tenant is terminated for any reason, or (ii) Tenant shall be in default under its lease with Owner, Owner's Agent may immediately de-activate User's key card and User shall immediately surrender its card key to Owner's Agent. User hereby acknowledges that the card key is and shall remain the property of Owner's Agent, and User agrees to return the same to Owner's Agent upon the expiration (or sooner termination) of Tenant's lease or any earlier date on which Owner's Agent is entitled to de-activate said card key. Inoperative (but not de-activated) card keys will be replaced at no charge, but lost and de-activated card keys will be replaced (or reactivated, as the case may be) at a cost established by the Owner's Agent from time to time.