

Fitness Center Membership  
Agreement Energy Center II  
575 North Dairy Ashford  
Houston, Texas 77079

|                          |                |                        |   |
|--------------------------|----------------|------------------------|---|
| _____<br>Last Name       | _____<br>First | _____<br>Middle        | _____<br>Employer                       |
| _____<br>Address         |                |                        | _____<br>Employer Contact Person Phone  |
| _____<br>City, State Zip |                |                        | _____<br>Emergency Contact Person Phone |
| _____<br>Day Phone       | /              | _____<br>Evening Phone | _____<br>Work Email Address             |

*\*\*Your email address will be used for correspondence between you and the Energy Center II Fitness Center only. Your personal information and email will not be used for any outside solicitation or marketing purposes.*

**Fitness Center Staffing** - Staffing of the Fitness Center is at the discretion of the Building ownership and property management. Typically, the Fitness Center will not be staffed. It is always the member's responsibility to prevent personal injury to themselves or others. Please exercise within your personal limits and be aware of your surroundings and personal safety. If at any time you feel unsafe or threatened in any manner, please exit the Fitness Center immediately and contact either Building security or property management staff. If you are a witness to, or personally experience any inappropriate behavior in the Fitness Center, please report it to Building security or property management staff.

**Hours of Operation** - The Fitness Center's hours are Monday through Friday 5:00 a.m. to 8:00 p.m. However, hours and days of operation are subject to change at the discretion of property management or Building ownership.

**Use of Fitness Center** - Your building access card will allow you access to the Fitness Center. The Fitness Center expressly prohibits entrance into or use of the Fitness Centers facilities by anyone that is not presently employed within Energy Center II and/or who has not signed and returned a written membership agreement for the Fitness Center to property management. Anyone who knowingly provides access to the Fitness Center by someone other than another Energy Center II employee with a signed membership agreement on file with the property management office of the Building will immediately lose their privileges to the Fitness Center.

**Use of Cameras** - Security video cameras may be installed in the Fitness Center by the ownership of the Building. Members hereby agree to the use of such cameras in the Fitness Center.

**Termination** - Membership may be terminated by Building ownership, Building security or property management at any time without notice and without cause. Building ownership retains the right to refuse admittance to any member with or without cause.

**Facility Closures** - All facilities, programs, and services are subject to availability. The Fitness Center will be closed on holidays. In addition, maintenance closures may occur throughout the year to ensure the safety, cleanliness and quality of the facility.



**Locker Policies** - Neither Building ownership, security personnel, nor property management are responsible for personal belongings and they are not liable for items that may be lost, stolen or cleared. Once inside the Fitness Center, you will have access to the lockers with ability to lock your valuables with user supplied pad lock. Lockers are not for personal use outside of fitness center use and nothing shall be stored overnight in lockers. Any personal property left in the lockers overnight will be removed and thrown away.

Improper use of the lockers will result in a termination of all Fitness Center privileges.

**Member Initials:** \_\_\_\_\_

**Code of Conduct** - Energy Center II Fitness Center members agree to abide by Fitness Center's code of conduct and applicable rules and regulations, which may be updated from time-to-time without notice.

**Change in Contact Information** - Members must notify the Energy Center II Fitness Center staff in writing when any contact information changes. Primary correspondence will be done via email.

**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. The Fitness Center has facilities for and provides for activities such as weight lifting, running, aerobic activities, classes and sporting activities. Some of these involve strenuous exertions 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. Many of the activities involve machines and weights that can cause injury and the likelihood of injury increases if such machines and weights are not used properly. An attendant or instructor will likely NOT be on duty and, therefore, the likelihood of injury is increased. 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, and 3.) catastrophic injuries including paralysis and death. The undersigned has read this paragraph and knows, understands, and appreciates these and other risks that are inherent in the activities made possible by the Fitness Center's equipment and programs. The undersigned hereby agrees that participation is voluntary, and the undersigned knowingly assumes all such risks. It is recommended that the user be certified by a medical doctor as capable of using the Fitness Center and the equipment located therein.

**Member Initials:** \_\_\_\_\_

**Waiver** - In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment, services, and programs of the Fitness Center, the undersigned and the undersigned's heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the ownership of the Building (currently Energy Center II, LLC), the property management company of the Building, or the security personnel of the Building, as well as any of their successors, assigns, affiliates and subsidiaries, and any of their directors, officers, employees, managers, members, and agents, from any and all liability, damages, and claims (including, without limitation, a full release and waiver relating to the negligence of the Fitness Center's facilities and programs resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment). The undersigned further releases, waives, hold harmless, discharges and covenants not to sue the current or future ownership of the Building, property management company and/or security personnel and their successors, assigns, affiliates, subsidiaries, or any of their directors, officers, employees, managers, members or agents in connection with any health and fitness related services and programs. The



undersigned also agrees to INDEMNIFY AND HOLD HARMLESS the ownership of the Building, property management, and security personnel, as well as their respective successors, assigns, affiliates, subsidiaries, and any of their directors, officers, employees, managers, members, and agents, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of the undersigned's involvement at the Fitness Center.

**Member Initials:** \_\_\_\_\_

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 Texas 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. The undersigned hereby acknowledges that the undersigned has read this entire agreement (including, without limitation, the sections regarding waiver of liability, assumption of risk, and indemnification), and that the undersigned fully understands its terms, and understands that he/she is giving up substantial rights, including the right to sue. The undersigned acknowledges that he/she is signing this agreement freely and voluntarily, and intends to release the ownership of the Building, property management, and security personnel from all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Badge Number

