



## 2023-2024 WESTPORT PLAZA TENANT FITNESS CENTER

*Westport Plaza tenants and hotel guests are eligible to use our state-of-the-art fitness center located on the second floor of the indoor pavilion. To take advantage of these amenities, please complete the Membership form and waiver below. Fitness memberships must be renewed annually.*

### MEMBER INFORMATION

**NAME:**

**BUSINESS EMAIL:**

**EMPLOYER:**

**BUSINESS ADDRESS:**

**BUSINESS PHONE:**

**BUILDING ACCESS CARD #\*:**

**EMERGENCY CONTACT NAME:**

**EMERGENCY CONTACT PHONE:**

\*This is the first 5 digits of your WPP Building/Garage Access Card; Please indicate if you do NOT currently have a Building/Garage Access Card. WWT - This is the last 5 digits on the back of your work badge.

### WESTPORT MANAGEMENT OFFICE COMPLETION:

**EFFECTIVE DATE:** \_\_\_\_\_

**RENEWAL DATE:** \_\_\_\_\_

## WAIVER AND RELEASE

In consideration of right to use the fitness center located at 620 Westport Plaza Drive (the "Fitness Center"), the equipment contained in the Fitness Center including but not limited to cardiovascular equipment, exercise programs, weights, and exercise apparatus (collectively the "Equipment") and the locker room in the Fitness Center (the "Locker Room"), I agree to the following terms and conditions:

1. I acknowledge that I am eighteen (18) years of age or older. I understand and acknowledge that I have been urged to obtain a physical examination before using the Fitness Center to determine my suitability to engage in physical activities. I acknowledge that I will be engaging in activities that involve risk of serious injury, which may include permanent disability and even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction or negligence of others, the condition of the Fitness Center, including the Locker Room, or the condition and/or use of the Equipment in the Fitness Center, and that further there may be risks not known to me or not reasonably foreseeable.
2. I will use the Fitness Center, including all the Equipment and Locker Room, only in accordance with rules and regulations adopted by WPP, LLC and/or Cushman & Wakefield U.S., Inc. from time to time and such rules and regulations may be modified by WPP, LLC and/or Cushman & Wakefield U.S., Inc. at any time in its sole discretion. I acknowledge that the Fitness Center and Locker Room will not be supervised and, therefore, I shall make use of the Fitness Center and Locker Room at my own risk. I assume any and all risk and accept full responsibility for all damages I may suffer or cause, or caused by others, arising from the use of the Fitness Center, the Equipment and Locker Room, including but not limited to damages for personal injury, disability, death or loss of personal property. I understand that the selection of Equipment, the methods and types of Equipment I use and the exercise programs I participate in shall be at my sole election and that neither WPP, LLC and Cushman & Wakefield U.S., Inc. will have any independent knowledge if and when any Equipment within the Fitness Center and Locker Room shall be damaged, defective, or in disrepair. I hereby assume all risk with respect to such Equipment and the condition thereof.
3. I acknowledge that my access card has been activated to grant me access to the Fitness Center. I agree not to allow any other person to use the access card to gain entrance to the Fitness Center and not to allow any other persons without an activated access card to gain entrance to the Fitness Center.
4. I hereby release, waive and discharge WPP, LLC and Cushman & Wakefield U.S., Inc. and each of their respective affiliates and subsidiaries, shareholders, members, managers, directors, officers, partners, employees, agents, contractors, representatives, successors and assigns (collectively "Releasees") from any and all claims, actions, losses, damages and liability relating to, alleged to be caused by in whole or part, or arising out of my use of the Fitness Center, the Equipment and Locker Room, any actions or inactions of the Releasees or third parties (regardless of negligence) pertaining to or the use of the Fitness Center, Equipment, Locker Room or the loss, theft or destruction of any personal property taken in to the Fitness Center and Locker Room. I acknowledge and agree that I will remove all personal property items from the Fitness Center and Locker Room when I leave the Fitness Center and Locker Room and WPP, LLC and Cushman & Wakefield U.S., Inc. will not be responsible for any such items left in the Fitness Center and/or Locker Room. Any and all possessions left in the Fitness Center and/or Locker Room overnight may disposed of by WPP, LLC and/or Cushman Wakefield U.S., Inc. as either may deem appropriate. I further agree to indemnify, defend and hold harmless Releasees from and against any and all third party claims for damages or other relief (including attorneys' fees and costs) caused in whole or in part by my actions in the Fitness Center.
5. No hazardous substances, drugs, alcohol, weapons, dangerous or noxious pollutants, contaminants or toxins may be taken into the Fitness Center and or Locker Room.
6. I agree that any physical exercise, class or activity or use of any Equipment in the Fitness Center or Locker Room, including the parking lot, driveways and pedestrian walkways is done so voluntarily and at my own risk. I acknowledge and agree that I am voluntarily participating in activities and use of the Fitness Center, Equipment and Locker Room. I assume any and all risk and accept full responsibility for all damages arising from the use of the Fitness Center, including any Equipment therein, and the Locker Room, including but not limited to damages for personal injury, disability, death or loss of personal property and without regard to any negligence of Releasees.

## WAIVER AND RELEASE

7. I expressly consent to emergency medical care and transportation in order to obtain treatment in event of injury to me as WPP, LLC and/or Cushman & Wakefield U.S., Inc. may deem appropriate. The release and waiver contain herein extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of any emergency.

8. I understand the hazards of the novel coronavirus ("COVID-19") and I am familiar with the Center for Disease Control ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day-to-day and that, accordingly, the CDC guidelines are regularly modified and updated. I accept full responsibility for the familiarizing myself with the most recent updates.

9. Notwithstanding the risks associated with COVID-19, all of which I readily acknowledge, I hereby willing choose to participate in the activities and use the equipment made available at the Facility.

10. I acknowledge and fully assume the risk of illness or disability related to COVID-19 arising from being on the premises, participating in activities and/or using the equipment on or at the Facility and hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE WPP, LLC, Lodging/Hospitality Corporation, LM Services Corporation, Cushman & Wakefield US, Inc and each of their shareholders, officers, directors, members, managers, employees, affiliates, agents, insurers, representatives, successors and assigns (collectively the "Releasees") from any liability related to COVID-19 as a result of being on the premises at the Facility, using the equipment at Facility and/or participating in any activities at the Facility.

11. I shall indemnify, defend and hold harmless Releasees from and against any and all claims, demands, suits, judgments, losses, damages or expenses of any kind whatsoever (including, without limitation, attorneys' fees and costs) arising from or related to, directly or indirectly, the infection of COVID-19 or any other illness.

12. I understand that this Waiver of Liability and Hold Harmless Agreement shall bind my heirs, successors, assigns and representatives. This Waiver of Liability and Hold Harmless Agreement shall be construed and interpreted according to the laws of the State of Missouri.

By signing below, I acknowledge that the waiver and release of liability contained herein includes, without limitation, all injuries which may occur, regardless of negligence, as a result of: (a) the use of the Fitness Center, Equipment and Locker Room, (b) the sudden and unforeseen malfunction of any Equipment in the Fitness Center, (c) any instruction on the use of the Equipment in the Fitness Center, and (d) my slipping and falling in the Fitness Center and/or Locker Room.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

*Please email completed forms to Ali Fehl at [Alessandra.Fehl@cushwake.com](mailto:Alessandra.Fehl@cushwake.com).*