



## **Fitness Center Agreement for Use including Release of Liability**

In consideration of my use of the exercise equipment and facilities provided by JSM Management Inc. at the JSM Fitness Center located at 707 South Sixth Street, Champaign, Illinois during the term of my Lease of a residence through JSM Management Inc., I expressly agree, that JSM Management Inc. and/or its insurers, agents, employees, officers, directors, associates, contractors and the owner of the real estate located at 707 South Sixth, Champaign Illinois. and their contractors, agents successors and assigns are hereby released from and shall not be liable for any damages arising from personal injury (including death) sustained by me, in, on, or about the premises or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence, or gross negligence of JSM Management Inc. and/or its insurers, agents, employees, officers, directors, associates, contractors and the owner of the real estate located at 707 South Sixth Street, Champaign Illinois and their contractors, agents successors and assigns .

I accept and assume full responsibility for any and all injuries, damages (both economic and non – economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge JSM Management Inc. and/or its insurers, agents, employees, officers, directors, associates, contractors and the owner of the real estate located at 707 South Sixth, Champaign Illinois. and their contractors, agents successors and assigns from all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the company harmless against all claims, demands, damages, rights of action, or causes or actions, of any person or entity, that may arise from injuries or damages sustained by me.

I agree to be solely responsible for my safety. I understand that supervision, instruction, or assistance for the use of the facilities and equipment will not be provided to me.

I agree to comply with all Fitness Center Rules and Regulations imposed by JSM Management Inc. regarding the use of the facilities and equipment including those attached hereto and any amended Fitness Center Rules and Regulations of which I am notified or are posted within the Fitness Center. I agree to conduct myself in a reasonable manner at all times, and refrain from using any equipment in a manner inconsistent with its intended design and purpose and to use all equipment in compliance with all instructions posted on or in the vicinity of the equipment.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand that I am solely responsible and hereby assume the risk for any lost, stolen, or damaged items/property while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be allowed only during the time I am a current resident of property pursuant to the terms of a Lease entered into through

JSM Management Inc. and I, or anyone else signing said Lease, have not in any respect breached the terms and conditions of said Lease.

I understand and acknowledge that the JSM Fitness Center is provided as an amenity and use of the facility as to any individual resident or all residents may be revoked suspended , eliminated or reduced (including elimination of equipment available for use), at the sole discretion of JSM Management Inc. and if the use of said facility is revoked suspended, reduced or eliminated I will not be entitled to compensation of any kind including, but not limited to, abatement or reduction of Lease payments or rent due.

I HAVE READ THE FOREGOING **Fitness Center Agreement for Use including Release of Liability**, AND THE **Fitness Center Rules & Regulations** ATTACHED HERETO AND HAVE FREELY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENTS AND HEREBY AGREE TO ITS CONTENTS.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_



## **Fitness Center Rules & Regulations Effective October 20, 2017**

1. **In case of emergency, please dial 911**
2. Hours of Operation are 6 am – 12 am (midnight). No one is allowed in the facility outside of those hours
3. Proper clothing must be worn at all times
  - a. Rubber soled shoes must be worn at all times
  - b. No wet clothing allowed
4. You are not allowed to bring guests into the Fitness Center. To have access to the JSM Fitness Facility each person must be a JSM Resident who has registered through the JSM Office by signing the **Fitness Center Agreement for Use including Release of Liability**
  - a. The Fitness Center has a secure entry
  - b. If your Fitness Center fob or other access code is lost or stolen during your lease term, please come into our office at 505 S. Fifth Street, Champaign. Replacement fobs if needed are \$30
  - c. If any Fitness Center fob is not returned for any reason, at the end of your lease term, you will be charged \$30
5. Maintenance Requests may be submitted online or by calling our office at 217-359-6108
6. Personal items may be stored in the lockers provided only while using the JSM Fitness Center. JSM is not responsible for stolen, lost, or damaged items. Personal items must be kept from obstructing walkways, doors, entrances, and exits. Do not leave personal belongings behind. JSM does not provide locks. Any lock left on a locker after using the facility will be removed and the lock and the contents of the locker will be disposed of
7. No children under the age of 16 are permitted in the fitness room.
8. The Fitness Center may be equipped with security cameras which may not be monitored.
9. No smoking, alcoholic beverages, or food is allowed in the Fitness Center
  - a. Beverages must be in a container with a lid
10. No animals are allowed except for Service Animals that are registered with the JSM office with written documentation from a licensed health care professional
11. Music is limited to devices with personal headphones
12. After use of equipment, please wipe down with cleansing wipes provided
13. Place all trash in the trash cans provided
14. Do not remove anything from the Fitness Center
15. Please report any damage vandalism or unauthorized users to the JSM Office by calling 217-359-6108