

1100

ORANGE EXECUTIVE TOWER

Health Club



1100 W Town & Country Road
Orange, CA 92868

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Miscellaneous Information

Address

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1100 W Town & Country Road
Orange, CA 92868

All inquiries can be made by calling
714.543.0100 or via email to ocadmin@mullerco.com

Health Club F.A.Q.'s

Q. WHERE IS THE HEALTH CLUB LOCATED?

A. The Health Club is located on the lower level of the Orange Executive Tower and can be reached by either the stairway or elevator from the main lobby on the first floor of the building.

Q. WHAT ARE THE HEALTH CLUB HOURS?

A. Open daily from 4:00am to 10:00pm

Q. WHAT IS THE COST TO PARTICIPATE?

A. There is no charge for tenants of Orange Executive Tower.

Q. WHAT EQUIPMENT AND SERVICES ARE AVAILABLE IN THE HEALTH CLUB?

A. We offer Lifecycles, treadmills, and rowing machines for cardiovascular/aerobic fitness, and Paramount exercise machines and free weights for strength training. Floor mats, stretch cords, large exercise balls, abdominal rollers, jump ropes and weighted balls (medicine balls) are available for your use. In addition, our services include full shower and locker facilities. MUZAK provides continuous music to suit a variety of preferences.

Q. CAN EMPLOYEES USE THE FACILITY ON THE WEEKEND?

A. Open daily from 4:00am to 10:00pm

Q. WHO CAN BECOME A MEMBER?

Membership is restricted to the tenants of Orange Executive Tower. New members can join our health facility during any month of the year. If you are interested in joining the health club for the first time, please complete the attached enrollment form along with the rules and regulations and release of waiver forms. You must deliver the forms to the management office of Orange Executive Tower to activate your membership. You may call to make an appointment to assure you we are available to process the registration (714) 543- 0100. Valid photo identification will be required, and a copy maintained in the management office.

Enrollment Form

Full Name: _____

Phone Number: _____

Email Address: _____

Company Name: _____ Suite: _____

Supervisor Name: _____ Phone Number: _____

EMERGENCY CONTACT INFORMATION

Name: _____

Relationship: _____

Phone Number: _____

FOR OFFICE USE ONLY

Input By: _____ Date: _____

Rules & Regulations

1. Membership is extended to tenants of Orange Executive Tower. Members must be over the age of 18.
2. All membership cards are non-transferable.
3. The hours are Monday through Sunday 4:00 a.m. - 10:00 p.m.
4. Do not bring food or drinks into the center; however, water bottles are encouraged.
5. Wear a shirt, appropriate shorts or athletic/sweatpants and non-skid athletic shoes when using the Health Club.
6. Please do not enter the Health Club with oil or grease on your shoes.
7. Bring a towel when using the equipment to wipe up your perspiration.
8. Observe the 20-minute maximum on bikes, rowers, and treadmills when others are waiting.
9. Return all weights to the racks after use.
10. Use of safety collars is required when using the Olympic or curling bar with free weights.
11. Do not use equipment unless you fully understand written instructions on proper use.
12. To protect your belongings, use a lock to secure them in your locker.
13. Lockers are available for daily use only. Please do not leave items overnight. Items left in the gym or lockers unattended will be discarded-thrown out that evening.
14. Report any injuries or problems immediately to the Management Office. Two emergency phones have been installed which direct dial to our security company. They will respond accordingly.
15. Offensive behavior of any kind will NOT be tolerated in the Health Club. Any behavior you feel is inappropriate should be reported to the Management Office immediately. Offenders will be denied use of the facility.

16. Gym access is granted to members only. Bringing in non-members will result in membership deactivation.

Orange Executive Tower (OET) is making every effort to provide you with a professionally managed and well-organized fitness center that is both healthy and fun. To ensure the Health Club provides an enjoyable experience for everyone, we ask for your cooperation in observing these rules and regulations. Violations of these guidelines could result in the cancellation of your membership. Management reserves the right to refuse/cancel membership to anyone not in compliance with these rules. Thank you.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THESE GUIDELINES.

Date

Participant Signature

Phone Number

Print Name

Company Name

RELEASE OF LIABILITY FOR USE OF FITNESS CENTER

OC OET Owner, LLC, a Delaware Limited Liability Company ("**Owner**"), is the Owner of that certain building located at 1100 W. Town & Country Road, Orange, CA 92868 (the "**Building**"). The Building contains a fitness center containing various types of exercise machines and related equipment (collectively, the "**Fitness Center**").

The undersigned acknowledges that he/she is currently employed by _____ ("**Tenant**"), which Tenant occupies space in the Building. The undersigned acknowledges that: (i) the Fitness Center is un-supervised and is provided without representation or warranty; and (ii) he/she has voluntarily chosen to utilize the Fitness Center and participate in exercise and/or sport programs in connection with that use, and acknowledges, confirms and agrees as follows:

1. I am aware that any use of the Fitness Center and/or my participation in any exercises and other activities in, on or about the Fitness Center may be hazardous and carry the risk of personal injury. I hereby represent that I am in good physical condition and have no disability, illness, or other condition that could prevent me from undertaking any such exercises or other activities without injury or impairment of my health, and agree: (i) that all exercises and other activities at, and the use of, the Fitness Center SHALL BE UNDERTAKEN AT MY SOLE RISK; and (ii) to accept any and all risks of injury or death occasioned by my use of the Fitness Center and participation in such exercises or other activities. Such risk of injury includes (but is not limited to): injuries arising from my use or the use of others of exercise equipment and machines; injuries arising from my participation or the participation of others in supervised or unsupervised activities or programs at, in or about the Fitness Center; injuries and medical disorders arising from exercising at, in or about the Fitness Center such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere at, in or about the dressing rooms, showers (if any) and other facilities associated with the Fitness Center. In consideration for being permitted to utilize the Fitness Center, or for my engaging in any contest, game, sports activity, exercise, function, competition or other activity at the Fitness Center or organized, arranged or sponsored by Owner or any other person or entity having the right to utilize the Fitness Center, whether such activity is on or off the Fitness Center premises, I, on behalf of myself and my heirs, personal representatives, guardians, successors and assigns (collectively, the "**Releasing Parties**") agree that the Releasing Parties:

1.1. will not make any claim against or sue Owner or any of the Owner's members, partners, principals, officers, directors, employees, representatives, agents, contractors, affiliates, successors and assigns (collectively, the "**Owner Parties**") for any act or omission or in connection with any injury or damage to persons or property occasioned by or resulting from my use of the Fitness Center;

1.2. do hereby release and discharge Owner and the Owner Parties from any and all actions, claims and demands the Releasing Parties have or may hereafter have for any injury or damage, including death, that any of the Releasing Parties may sustain or incur that is in any way related to my use of the Fitness Center, whether caused by the active or passive negligence or gross negligence of Owner and/or the Owner Parties or otherwise; and

1.3. do hereby hold Owner and the Owner Parties free and harmless from

and shall indemnify and defend Owner and the Owner Parties from and against any and all loss, cost, expense, claim, injury, damage or liability sustained by or resulting to me or any of the Releasing Parties due to my presence in, upon or about the Fitness Center or in any way using any facilities or equipment therein, whether caused by my own negligence, the active or passive negligence or gross negligence of Owner and/or the Owner Parties or otherwise.

2. I will observe all rules and regulations now or hereafter posted in the Fitness Center, rules and regulations now or hereafter posted on any of the equipment therein, and all other rules and regulations for use of the Fitness Center or equipment therein as adopted by Owner from time to time

3. Neither Owner nor the Owner Parties shall be responsible or liable to me or the Releasing Parties for loss or theft of personal property, it being acknowledged and understood by me that the safety and security of any such personal property is my sole responsibility and risk. Any property left by me in or at the Fitness Center may be disposed of or sold without notice.

4. I will not allow any other person to access or use the Fitness Center or equipment in my place or as my invitee at any time.

5. Violations of these guidelines could result in cancellation of your membership. MET reserves the right to refuse/cancel membership to anyone not in compliance with these rules.

I, THE UNDERSIGNED, CONFIRM THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, AND I SIGN IT OF MY OWN FREE WILL.

Signed:_____ Date:_____

Name (please print):_____