

Fitness Center -- Registration Form

Email completed form to p230info@portmanholdings.com

Tenant Name:	_____	_____	_____
	(Last Name)	(First Name)	(Middle Initial)
E-Mail Address:	_____		
Company Name:	_____	Suite Number:	_____
Office Telephone:	(____) _____	Cell Phone:	(____) _____
*Building Access Card Number:	_____	Gender:	_____ Male _____ Female
		Date of Birth:	_____
Emergency Contact:	_____	_____	_____
	(Last Name)	(First Name)	(Relationship)
Emergency Telephone:	(____) _____	Cell Phone:	(____) _____

The Fitness Center is provided for use by 230 Peachtree Street Tenants ONLY. This form must be completed, signed, and returned by email to Portman Management Company, p230info@portmanholdings.com. Upon review and approval of the completed form, Tenant will be issued electronic access to the Fitness Center. Please keep a copy of the completed form for your records. The Fitness Center Rules and Regulations accompany this form; please be sure you read and understand them prior to accessing the Fitness Center.

Acknowledgment and Release

I intend to use the 230 Peachtree Fitness Center and have read and agree to comply with the Fitness Center Rules and Regulations. I fully understand and acknowledge the element of physical risk and danger with use of exercise machines and equipment. I further understand and acknowledge use of such machines and equipment requires a degree of ability and physical fitness. I will be responsible for my activities. I understand that the use of the Fitness Center is limited solely to 230 Peachtree Tenants, and I will not provide access to the Fitness Center (by access code or card) to any unauthorized person. Accordingly, I hereby agree that my use of the Fitness Center and all machines, equipment and other facilities are at my own risk and at all times shall be in accordance with the Fitness Center Rules and Regulations and any other instructions from Landlord or Portman Management Company.

In consideration for use of the Fitness Center, I unconditionally release, waive, hold harmless and discharge Portman 230, LLC, Portman Holdings, LLC, Portman Management Company and their respective partners, members, affiliated companies, agents, tenants, employees, contractors, successors and assigns from any and all liability, cost, expense, losses, demands, causes of action, damages or claims for any injury (including death) and loss or damage to property I may sustain or incur as a result of or arising out of my use of the Fitness Center and the machines, equipment and other facilities located in the Fitness Center. I further acknowledge and agree that my use of the Fitness Center is voluntary, is not a condition of my employment by any Tenant, is not a part of my job responsibilities and is not considered as arising out of or in the course of my employment. This release may be delivered in an electronic format which shall be binding on the undersigned.

I acknowledge and agree that the permission granted to use the Fitness Center is non-transferable and may be revoked at any time. I have read and understood and agree to the terms of this release.

Date

Signature

230 Peachtree Fitness Center -- Rules and Regulations

1. All Tenants must read and complete the Fitness Center Registration Form and agree to abide by these rules and regulations prior to gaining access to the Fitness Center.
2. The Fitness Center is for use by Tenants of 230 Peachtree Street ONLY. Visitors, contract employees, family members, relatives and guests are not permitted. Tenants may not permit access to other users or loan out access cards to another person for any reason. Violations of this rule will result in a termination of Fitness Center privileges.
3. Tenants who use the Fitness Center will be doing so at their own risk. Portman 230, LLC (“Landlord”) is not responsible for any injury that may occur to Tenants during or arising out of any exercise activity or use of the Fitness Center. Landlord will not provide any supervision for the use of the Fitness Center. Tenants are advised and encouraged to consult a physician before beginning any exercise program.
4. Under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk by entering these premises.
5. Any personal injuries, accidents, damaged equipment or wet/dangerous surfaces should be immediately reported to the 230 Peachtree security desk or management office.
6. Fitness Center operating hours will be set by Landlord and shall be adhered to by all Tenants. The operating hours will be as follows:

Monday through Friday
6AM – 10AM – OPEN
10AM – 11AM – CLOSED for Cleaning
11AM – 2PM – OPEN
2PM – 3PM – CLOSED for Cleaning
3PM – 7PM OPEN
Saturday and Sunday - CLOSED

7. Tenants shall not consume food or chew gum inside the Fitness Center. Tenants must provide their own spill-proof containers. Sports drinks are permitted provided they are kept in sealable, plastic containers at all times.
8. Smoking or use of tobacco products, consumption of alcoholic beverages and use of illegal drugs in the Fitness Center is strictly prohibited at all times.
9. Appropriate fitness attire and footwear is required at all times. Street clothes (jeans, khakis, etc), street shoes, sandals and flip flops are not allowed. Appropriate shirts and shoes must be worn at all times in the Fitness Center. Landlord reserves the right to determine appropriate fitness attire. For safety reasons, bags, jackets and coats are not allowed in the weight machine or cardio machine areas. Please store all items in the lockers provided in the Fitness Center. Changing into exercise attire must be done in the locker room.
10. Lockers are provided for use by Tenants in the locker rooms, based upon availability. Lockers may **only** be used during Tenants’ use of the Fitness Center and must be emptied upon departure from the Fitness Center. Landlord is not responsible for personal items in the Fitness Center or the lockers or for any lost or stolen items. Any personal items left in lockers after operating hours will be considered abandoned and will be disposed of immediately.

Nightly the lockers will be emptied and cleaned. ANY items left in the lockers will be disposed of.

11. Keep hands and feet clear of moving parts while weight machines are in use. Never put hands or feet under the weight stacks. Place hands and feet firmly where indicated.
12. Outside equipment is not allowed in the Fitness Center. Due to the confines of the Fitness Center, jumping rope or any other activities involving jumping are not allowed.
13. Do not drop weight stacks. Gently lower the weight stacks. **Please remember there are tenants below the fitness center.**
14. Weight belts are not allowed on weight machine unless the belts do not make contact with the seat or any portion of the equipment.
15. Radios and other personal audio equipment are not permitted unless they are personal units (ipods, mp3 players, etc) equipped with headphones. **Please be respectful of others by refraining from cell phone use while in the Fitness Center. If you must take a call, please leave the work-out area.**
16. Tenants must follow proper fitness etiquette at all times, including:
 - a. Maintaining a safe distance from others while exercising. Maintain at least 6' feet.
 - b. Wiping down all pads and grips with wipes before and after use.**
 - c. Practicing appropriate personal hygiene by using deodorant and wearing clean workout clothes.
 - d. Avoiding the Fitness Center if you are feeling ill or believe you have a contagious illness.**
 - e. Returning all equipment to the proper location after each use.
 - f. Not using profanity or shouting.
 - g. Using all equipment properly.
 - h. Respecting posted regulated time limits for using the cardio machines. During periods of heavy use, limit time on cardio machine to 30 minutes.
 - i. Refraining from physical conduct that is sexual in nature, including unwelcome or consensual sexual advances, requests, comments or innuendoes, sexual jokes, gestures or statements.
17. All equipment should be used properly and left in good working condition for the next person. Do not operate equipment if it has damaged or loose parts.
18. Loitering is not permitted in the Fitness Center.
19. Tenants will be responsible for the cost of any damages arising from their misuse or abuse of the machines and equipment in the Fitness Center.
20. Tenants must comply with all rules and regulations, exercise equipment instructions and safety regulations. Rules and regulations are subject to change and will be posted in the Fitness Center. Abuse of the facility or equipment will not be tolerated. Landlord reserves the right to revoke any Tenant's use of the Fitness Center if such Tenant does not adhere to these rules and regulations.
21. Landlord reserves the right to close the Fitness Center at any time and from time to time without notice to Tenants.

In consideration for use of the Fitness Center, I unconditionally release, waive, hold harmless and discharge Portman 230, LLC, Portman Holdings, LLC, Portman Management Company and their respective partners, members, affiliated companies, agents, tenants, employees, contractors, successors and assigns from any and all liability, cost, expense, losses, demands, causes of action, damages or claims for any injury (including death) and loss or damage to property I may sustain or incur as a result of or arising out of my use of the Fitness Center and the machines, equipment and other facilities located in the Fitness Center. I further acknowledge and agree that my use of the Fitness Center is voluntary, is not a condition of my employment by any Tenant, is not a part of my job responsibilities and is not considered as arising out of or in the course of my employment. This release may be delivered in an electronic format which shall be binding on the undersigned.

I acknowledge and understand that under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. I am assuming this risk by entering these premises.

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Date

Signature