



Looking to join the fitness center? Here is what you need to know!

1. Pricing –\$50.00 annually paid via cash, check, or money order to the management office. **Checks and money orders must be made to Sun Belt Office I, LLC.**
2. Provide Fitness Center Waiver & Release Form and Fitness Center Rules & Regulations Form to the management office in person or via email at reception@manselloverlook.com.
3. Once payment and all forms are received, your access badge will be activated within 24-48 hours.



**Waiver and Release of Claims Arising Out of the Use of the
Mansell Overlook Fitness Center**

(Please enter your information, sign and return to reception@manselloverlook.com)

I, _____, hereby request permission to use the Fitness Center, located at 300 Colonial Center Parkway, Roswell, GA together with any and all equipment, and other facilities located therein (the "Fitness Center"). I understand and acknowledge that the Fitness Center is not a public facility, but is for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by Sun Belt Office I, LLC c/o Cushman & Wakefield ("Landlord") or its authorized representative to use the fitness center, and who read and sign this **WAIVER AND RELEASE**. I understand that the Fitness Center shall be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representative who may be present at any time in the Fitness Center are not trained or authorized to provide health, fitness, medical assistance or advice. I understand and acknowledge that there are risks inherent with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Center, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Center without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge that any safety equipment needed and/or required by law are to be provided by me. I understand the Landlord does not provide security guards and has not installed security cameras within the Fitness Center. I hereby release the Landlord from any claims, responsibilities, or liabilities for any physical attack, or for any loss or theft of personal property, in or about the Fitness Center, including but not limited to lockers, automobiles, and the contents thereof. If I directly or indirectly cause any personal injury or property loss to any other member, guest, invitee, or employee of the Fitness Center, I will be fully liable and responsible for any and all such injury or loss. I further understand and acknowledge that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including in the State where the Fitness Center is located. I acknowledge that the Center for Disease Control and Prevention ("CDC") has advised that COVID-19 is transmitted mainly from person-to-person, including through respiratory droplets, and may be spread by people who are not showing symptoms. Accordingly, I understand that there is an inherent risk of exposure to COVID-19 through use of the Fitness Center. I certify that I will not enter the Fitness Center if I have tested positive for COVID-19 within the last fourteen (14) days or been exposed to someone that has tested positive for COVID-19 or is believed to have contracted COVID-19 within the last fourteen (14) days, nor will I enter the Fitness Center if I have any of one of the following known symptoms of COVID-19: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. I HEREBY ASSUME ALL OF THE RISKS OF USING THE FITNESS CENTER AND THE EQUIPMENT THEREIN, INCLUDING THE RISKS OF COVID-19 EXPOSURE. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE FITNESS CENTER, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE AGAINST LANDLORD, AND ITS SUCCESSORS, ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, OWNERS, MANAGERS, TENANTS, OR CONTRACTORS (COLLECTIVELY, "LANDLORD PARTIES") FOR ANY AND ALL LOSSES, COSTS, EXPENSES, INCLUDING ATTORNEY'S FEES, DAMAGES, OR LIABILITIES WHATSOEVER OF ANY NATURE, INCLUDING PROPERTY DAMAGE, LOSS OR THEFT, BODILY INJURY, DEATH, OR ILLNESS RELATED TO COVID 19, OR OTHERWISE ARISING OUT OF (i) MY USE OF THE FITNESS CENTER, (ii) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE NEGLIGENCE OR OTHER ACTS OF THE LANDLORD PARTIES, WHETHER DIRECTLY CONNECTED TO MY USE OF THE FITNESS CENTER OR NOT, AND HOWEVER CAUSED, OR (iii) THE CONDITION OF THE FITNESS CENTER. FURTHER, I AGREE TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE, THE LANDLORD PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY USE, OR CONDITION, OF THE FITNESS CENTER, EVEN IF, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE



LAW, SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A LANDLORD PARTY. I also agree that my use of the Fitness Center shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and I agree to follow CDC guidelines for minimizing the risk of COVID-19 spread, including maintaining appropriate physical distance from other persons, hand washing, cleaning and disinfecting, and following local ordinances regarding the use of gyms or other public spaces. I further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord at the Fitness Center. I agree that my failure to use the Fitness Center in accordance with the Rules and Regulations or as directed by such agents or representatives of Landlord at the Fitness Center may result in the permanent loss of my privileges to use the Fitness Center. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Signed: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

Building Access Card Number: _____

Phone Number: _____



**Fitness Center
Rules and Regulations**

(Please enter your information, sign and return to reception@manselloverlook.com)

1. The Fitness Center is exclusively for use by Mansell Overlook tenants for their enjoyment, recreation and relaxation. All others will be denied access. Granting access to an outside party is grounds for termination of Fitness Center privileges.
2. You may not use the Fitness Center unless you have read, understood and signed the Waiver and Release of Claims. After acknowledgement of the Waiver/Rules and Regulations has been received, your building access card will be activated and should be used each time you enter the Fitness Center. The hours of the Fitness Center are: **Monday through Friday 5:00 am to 9:00 pm**. Your access card will not allow you to enter the Fitness Center prior to 5:00 am or after 9:00pm. Upon termination of employment with a Mansell Overlook tenant or expiration of a tenant's lease at Mansell Overlook, your Fitness Center privileges will be terminated. All sales are final.
3. The Fitness Center is to be used at your own risk.
4. If you have been infected with COVID-19 or have come into contact with someone that is infected with COVID-19, discontinue use of the fitness for fourteen (14) days following the date of contact or infection.
5. A mask/face covering is strongly recommended to be worn by non-vaccinated individuals within the Fitness Center and locker rooms.
6. Practicing social distancing is strongly recommended especially for non-vaccinated individuals.
7. Do not use equipment, lockers, showers, toilets that have been restricted to maintain social distancing guidelines.
8. In case of emergency, call 911 then notify building security. Building personnel can then direct emergency personnel to the appropriate location upon their arrival.
9. Appropriate attire must be worn at all times while using the Fitness Center including shirts and athletic footwear.
10. The exercise equipment is to be used for the purpose and in the way the equipment is intended and designed to be used.
11. Use of the equipment is on a first-come, first-served, but please limit use of each piece of exercise equipment to thirty (30) minutes when others are waiting.
12. Please return all weights and equipment to their appropriate rack or area when finished using.
13. Please discard of used towels in the appropriate provided receptacles.
14. Please wipe down the exercise equipment after each use with the provided EPA registered disinfectant and paper towels.
15. Please report any problems with exercise equipment or any area of the Fitness Center to Property Management.
16. Lockers are available at no charge for your day use only. Items left for more than 24 hours are forfeited by Tenant and may be collected and discarded.
17. Neither Ownership nor Property Management shall be liable for lost or stolen items.
18. Food and beverages (with the exception of water, sports drinks and water bottles) are not permitted in any areas of the Fitness Center. Alcoholic beverages are also prohibited.
19. Smoking is prohibited in or around the Fitness Center.



20. No outside personal trainers are to be used.

21. Property Management reserves the right at any time to change the rules and regulations, close the Fitness Center at any time for repairs or maintenance, or to cease operation of the Fitness Center.

The Fitness Center is intended for the enjoyment of Mansell Overlook tenants. Please assist us in maintaining these facilities' cleanliness by disposing of all trash in the receptacles provided. Please report any problems immediately to the property management.

Signed: _____

Print Name: _____

Company: _____

Date: _____