

**MARINA TOWERS CONDOMINIUM ASSOCIATION**  
300 NORTH STATE STREET  
CHICAGO, ILLINOIS, 60654

DRAPER AND KRAMER  
INCORPORATED  
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**Marina Towers Condominium Association  
Resident Agreement and Release  
For The Use Of The Fitness Center**

The undersigned Resident(s), on the Resident's (Residents') behalf and on behalf of Household Members and Guests hereby seeks permission to use the Fitness Center located on the 20th Floor of Marina Towers Condominium Association (MTCA) and in consideration of MTCA granting such permission agrees to execute this Resident Agreement and Release (hereinafter referred to as "Resident Agreement and Release" or "Agreement") for the benefit of (a) Marina Towers Condominium Association, (b) the respective officers, directors, agents, representatives, servants, and employees of MTCA, (c) Draper and Kramer, Incorporated, an Illinois corporation as agent for MTCA, and its respective officers, directors, shareholders, employees, successors and assignees and (d) MTCA insurers (collectively, hereinafter referred to as the "Released Parties").

I. Definitions.

The term "Household Members" includes all persons who are legal occupants of a unit at MTCA, as well as all persons who own or lease a condominium unit at MTCA.

The term "Guests" includes all persons who are invitees, licensees or permittees of Resident.

The term "Fitness Center" includes the space located on the 20th floor of MTCA, the facilities, all surrounding areas whether used for ingress or egress or other purposes and all equipment therein.

Where appropriate, words having gender include the masculine, feminine and neuter, and words having number include the singular and plural.

II. Terms of the Agreement.

In consideration of MTCA's granting of permission to use the Fitness Center as set forth herein, the Resident(s) agrees that:

A. Scope of Agreement.

1) The Resident has read this Resident Agreement and Release as well as the Policies and Procedures and Rules and Regulations governing the Fitness Center and agrees to abide by and be bound by them, and to use the Fitness Center only during the hours of operation as set forth in the Policies and Procedures and Rules and Regulations. The Resident also agrees to use the Fitness Center subject to any and all other terms and conditions which MTCA may impose and all state or municipal rules and regulations which MTCA and/or Draper and Kramer, Incorporated may from time to time deem necessary and appropriate for use of the Fitness Center. It is understood and agreed that MTCA shall be entitled to revoke the permission herein granted and prohibit the use of the Fitness Center by anyone as a result of his/her failure to observe any of the aforementioned terms and conditions.

2) The Resident agrees to inform the other Household Members and Guests of this Agreement as well as of the Policies and Procedures and Rules and Regulations, and that as a condition to their use of the Fitness Center the Household Members and Guests also must agree to read, abide by and be bound by them.

3) The Resident agrees to accompany any Household Members who has not signed a Resident Agreement and Release and/or any Guest while the Household Member or Guest is using the Fitness Center or where the Household Member or Guest is between sixteen and eighteen years of age. The Resident agrees not to permit any person under the age of sixteen to use the Fitness Center.

4) Resident agrees that MTCA shall not be obligated to furnish an attendant for the Fitness Center.

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5) Resident acknowledges that MTCA is not operating the Fitness Center as a commercial facility and that the Fitness Center is not open to the general public, nor has Resident been required to separately pay MTCA for the right to use the Fitness Center.

6) The Fitness Center may be used during those hours designated by Marina Towers Condominium Association provided that this Resident Agreement and Release has been signed by Resident and is on file with Marina Towers Condominium Association.

7) Resident shall be entitled to use the Fitness Center so long as the Resident continues to be a resident or owner of a unit, and so long as MTCA has not revoked Resident's permission to use the Fitness Center; provided however, Resident's obligations hereunder shall forever survive the term of Resident's ownership, lease, or occupation of a unit, and any early termination of Resident's tenancy and any revocation of Resident's right to use the Fitness Center. Resident also covenants and agrees to forever refrain from instituting, prosecuting, maintaining, proceeding on, assisting with or advising to be commenced any suit or other action which arises out of, or may be, in whole or in part, based upon, related to or connected with Resident's use of the Fitness Center or revocation of this right of use thereof.

8) Notwithstanding any provision herein to the contrary, the liability or obligation of Marina Towers Condominium Association or Draper and Kramer, Incorporated, if any, shall be limited to its assets and property. No shareholder, director, officer, agent, representative, employee, or servant of Marina Towers Condominium Association or Draper and Kramer, Incorporated shall be held personally liable for any claim arising out of or related to this Resident Agreement and Release and the use of the Exercise Facility permitted hereunder. Nor shall any agent, representative, employee, or servant of Marina Towers Condominium Association or Draper and Kramer, Incorporated be held personally liable for any claim arising out of or related to this Resident Agreement and Release or the use of the Exercise Facility permitted hereunder.

9) If any provision of this Resident Agreement and Release or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Resident Agreement and Release and the application of such provisions to other persons or circumstances shall not be affected thereby and shall remain in full force and effect and enforceable to the fullest extent as permitted by law.

## B. Waiver of Liability By Resident

1) Resident, hereby acknowledges that Resident is aware that there are certain risks and dangers inherent in any type of physical exercise and represents that Resident is in good health and physical condition and does not have any heart, respiratory or other of medical problems or disabilities that would prohibit Resident or make it inadvisable for Resident to engage in the physical exercise and activities customarily performed in the Fitness Center, and hereby assumes full responsibility for any risk of bodily injury, death or property damage sustained by Resident, Household Members and Guests as a result of Resident's, other Household Member's and Guest's use of the Fitness Center. In addition, Resident hereby acknowledges that Resident has not informed any officer, board member, other shareholder, agent, representative, employee, or servant of Marina Towers Condominium Association or Draper and Kramer, Incorporated of the existence of any condition or other medical problems or disabilities that would make it inadvisable for Resident to engage in the physical exercise and activities customarily performed in the Fitness Center. As a result, Resident agrees that at all times Resident will protect, indemnify, save and hold harmless MTCA and the Released Parties against and from any and all loss, cost, damage or expense arising out of or from the use of Fitness Center by Resident, Household Members or Guests.

2) Resident, on behalf of Resident, his/her heirs, successors and assigns, household Members and Guests, hereby releases and waives any and all claims which may arise against MTCA and the Released Parties in connection with any and all liability, claims, actions, causes of action, demands, or damages of any kind and nature whatsoever by reason of any and every injury, including death, arising from any and all causes

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whatsoever that may be sustained by Resident's person, that of Household Members and Guests or by reason of any and every loss or damage to Resident's property, that of Household Members and Guests while using or as a result of the use of the Fitness Center.

3) Resident agrees on behalf of Resident his/her heirs, successor and assigns, Household Members and Guests to indemnify and hold harmless MTCA and the Released Parties from the payment of any and all judgments, settlements, costs, disbursements and attorneys' fees that are associated with MTCA or the Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of Resident's Household Members or Guests' use of the Fitness Center including, but not limited to, claims for breach of contract, negligence, strict liability, damage to third parties or their property, or otherwise.

4) Resident agrees to be responsible and pay for any and all damages caused by Resident, Household Members or Guests to the Fitness Center and any personal property therein during said use.

### III. Resident Agreement and Release- Read and Understood

The consideration stated herein is contractual and not a mere recital. The Resident(s) certify that they are aware that this Agreement is a hold harmless and release from liability and each have read and understood all of the terms and conditions contained herein and have signed it of their own free will.

IN WITNESS WHEREOF, the undersigned Resident(s), have executed this Resident Agreement and Release:  
**IMPORTANT: DO NOT SIGN BEFORE READING**

RESIDENT(S):

_____ Signature	_____ Unit #	_____ Date
_____ Signature	_____ Unit #	_____ Date
_____ Signature	_____ Unit #	_____ Date

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**Fitness Center Policy and Procedure**

**Hours are: 5:00am to 10:30pm Daily**

Owners and Residents must file a hold-harmless agreement relating to the use of Fitness Center with Management prior to using the Fitness Center. No one will be allowed to use the Fitness Center without this document on file.

Smoking is prohibited in the Fitness Center.

The use of equipment is on a first-come first-serve basis. Please limit the use of equipment to 30 minutes if others are waiting.

No advertising or promotional signage is permitted in the exercise room.

Children under the age of 16 may not use the exercise equipment. An adult must supervise minors between the ages of 16 and 18.

Shoes, shorts and shirts are required at all times.

Wet clothing is not permitted in the Fitness Center

You are required to bring a towel to keep the equipment clean. Please wipe equipment after using.

Remove all personal belongings and all litter after each visit. The Association reserves the right to dispose of anything left behind.

No cell phone use in the Fitness Center. Any radio, CD player or other electronic equipment brought to the Fitness Center may be used with earphones only.

No equipment that is swung or flies through the air (i.e., golf clubs, tennis racket) may be used in the Fitness Center.

Bar bells and free weights are prohibited.

No food is allowed in the Fitness Center. Place only bottles or containers with lids in designated holders on the mechanized equipment

**NEVER MOUNT OR DISMOUNT THE TREADMILL WHILE THE BELT IS STILL RUNNING**