

Canyon Park Tech Center

the HUB



**701 E. Timpanogos Parkway
Orem, Ut 84097**

the Hub Fitness Center
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Orem, Ut 84097

Miscellaneous Information

Address

701 E. Timpanogos Parkway
Orem, Ut 84097

Phone

(801) 764-0005

Fax

(801) 764-0711

**All inquiries can be made by calling (801) 764-0005 or via email:
canyonpark@mullerco.com**

the HUB Fitness Center

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the HUB F.A.Q.'s

Q. WHERE IS the HUB FITNESS CENTER LOCATED?

A. The Fitness Center is located on the lower level of Building M 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 HUB CENTER HOURS?

A. The hours are Monday through Sunday 5:00 a.m. - 10:00 p.m.

Q. WHAT IS THE COST TO PARTICIPATE?

A. Membership is free for all tenants and tenant employees of the park.

Q. WHAT EQUIPMENT AND SERVICES ARE AVAILABLE IN the HUB ?

A. We offer Spin bikes, treadmills, stair machine, and rowing machines for cardiovascular/aerobic fitness, and Matrix 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 the Yoga studio portion of the center. In addition, our services include full shower and locker facilities. There is also beverage /food vending machines next to the Locker Rooms.

Q. CAN EMPLOYEES USE THE FACILITY ON THE WEEKEND?

A. Yes, the management has extended the hours to include Saturday and Sunday use of the Health Club between the hours of 5:00 a.m. and 10:00 p.m.

Q. WHO CAN BECOME A MEMBER?

A. Membership is restricted to the tenants of Canyon Park Tech Center.

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FITNESS CENTER-RULES & REGULATIONS

Canyon Park Tech Center is intended to give Fitness Center Participants (hereinafter, "Participants") a clean and enjoyable place to exercise for general fitness purposes. These rules and regulations have been established to promote your enjoyment, and safety, when using the Fitness Center. We expect Participants to behave maturely, responsibly and respectfully and therefore insist on your cooperation in observing these rules and regulations. We will not tolerate conduct or language that is improper, threatening or hazardous, including but not limited to arguing, fighting, use of profanity, or indecent behavior and we reserve the right to suspend or even terminate Fitness Center access/privileges for failure to comply with these rules and regulations, or for any other reason.

RULES & REGULATIONS:

- 1.) Access to the Fitness Center is controlled by coded keycard entry. If eligible, your building access card will be upgraded to provide Fitness Center access, during the Fitness Center hours of Monday-Sunday 5AM-10PM, upon acceptance of the terms of these rules and regulations and completing the Fitness Center Agreement.
- 2.) Participants in the Fitness Center will be doing so at their own risk as detailed in the Fitness Center Agreement. Participants shall make no claims against or sue Owner or any Owner Parties, in connection or damage occasioned by or resulting from use of the Fitness Center, as detailed in the Fitness Center Waiver.
- 3.) Participants are required to provide their own towels for use in Fitness Center workout areas and bathrooms.
- 4.) Attire:
 - a.) Proper athletic attire must be worn at all times.
 - b.) Tennis/athletic shoes must be worn at all times.
 - c.) Absolutely no sandals, open-toed or open-backed shoes are permitted.
 - d.) Shirts must be worn at all times.
 - e.) No jeans or jean shorts allowed.
- 5) Food is not permitted in the Fitness Center. No gum is allowed. Tobacco products are not permitted.
- 6.) Water and Sports Drinks are permitted provided they are in a sealable, plastic container.
- 7.) Radios, iPods, tape and CD players are not permitted unless they are personal units equipped with headphones.
- 8.) The Fitness Center is not responsible for lost or stolen items.
- 9.) Participants are required to pick-up after themselves and discard trash and remove personal items.
- 10.) For safety reasons, personal items, bags and other items are to be stored in lockers only and not on the Fitness Center floor. Day use lockers are available in both the men's and women's locker rooms. All personal items must be removed daily upon completion of your workout. **ITEMS LEFT IN THE LOCKER ROOMS OVERNIGHT MAY BE REMOVED, AND THE CONTENTS DISCARDED.**
- 11.) All participants are required to wipe down equipment after each use. Disinfecting wipes are provided.
- 12.) Fitness Center Etiquette:



- a.) Use of chalk is not permitted.
- b.) Other participants must be allowed to “work in” between sets.
- c.) Return weights to the rack
- d.) Weights may not be set against the wall, mirror, benches or other equipment.
- e.) Weights may not be dropped on the floor or benches.
- f.) During busy times or whenever someone is waiting for a machine, observe the 30-minute limit on all cardiovascular equipment.
- g.) Wipe down equipment after each use.

13.) Report damaged equipment to the Building Management Office immediately. Located on the second level, Suite M22.

14.) Report unsafe exercise or bathroom conditions to the Building Management Office immediately.

15.) Building Management reserves the right to refuse service to any participant who violates any rule or regulation, or engages in any verbal and/or physical abuse of Building employees or other participants.

16.) The Fitness Center is to be used by authorized individuals only. Fitness Center access cards may not be shared. Anyone caught using someone else’s access card other than their own will be asked to leave the facility immediately. Further, this can warrant suspension or revocation of Fitness Center access for the Participant. Further, you may not use your access card to allow entry into the Fitness Facility by any other individual.

I have fully informed myself of the contents of these Rules and Regulations:

Building Tenant: _____

Building Access Card Number: _____

Printed Name: _____

Signature: _____

Dated: _____, 201_

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USER RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
READ BEFORE SIGNING

User Name (Print)_____

In consideration of being allowed access to and the right to use the gym, equipment, bathrooms and other areas associated with the work out facilities located at 701 E. Timpanogos Parkway Orem, UT 84097 (the HUB) I, the undersigned, acknowledge, appreciate, and agree that:

1. There are inherent risks in using gym facilities and in participating in activities related to the use of the Facilities. The risk of injury from the activities involved in using the Facilities is significant, including the potential for permanent paralysis and death. These risks are impossible to eliminate fully by even the most prudent and careful conduct on the part of Canyon Park II, LLC, a limited liability company ("**Landlord**"). The following describes some, but not all, of the risks that are associated with your use of the Facilities: loss or theft of personal property; slips, trips, falls and other injuries while using the Facilities or equipment, workout equipment (such as treadmills, Stairmasters and the like), bathroom facilities, and stairs; misuse of equipment or Facilities, or failure of equipment or Facilities; accidents or other injuries involving the use of weight-lifting equipment and weights; the presence of other gym users and possible negligence or unruly behavior on their part which could cause you injury, and other risks not listed herein.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES** (defined below) or others, and assume full responsibility for my use of the Facilities.
3. I willingly agree to comply with any terms and conditions for my use of the Facilities and to abide by all posted notices and rules governing general use of the Facilities. If I observe any unusual hazard during my use of the Facilities, I will bring such to the attention of Landlord. I expressly covenant that my use of the Facilities is of my own free will and I assume all risk associated with such use. I will not endanger others or myself while using the Facilities.
4. I have no physical or medical condition, which, to my knowledge, would endanger others or myself if I use the Facilities. I hereby consent to medical treatment, which may be deemed advisable in the event of injury, accident or illness occurring during my use of the Facilities. I hereby acknowledge that I am solely responsible for any hospital, medical or treatment costs arising out of any personal injury sustained by way of my use of the Facilities.
5. I hereby take action for myself, my executors, administrators, heirs, next of kin, representatives, successors and assigns, and all members of my family as follows and hereby agree to: (A) waive, release and discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may occur to me while using the Facilities, and covenant not to sue Landlord and its successors, assigns, affiliates, present and former direct and indirect owners, employees, managers, members, officers, directors, attorneys, agents and other representatives ("**Released Parties**"); and (B) defend, indemnify and hold harmless the Released Parties from any and all liability, claims, attorneys' fees or other loss made or incurred by other Released Parties, that arise as a result of my negligent actions or inactions connected with my use of the Facilities.

I STATE THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AM LEGALLY COMPETENT TO SIGN THIS RELEASE OF LIABILITY, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
User's Signature Print Name Date

Card Access Number _____



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T: 801.764.0005
F: 801.764.0711

Bike Storage Room WAIVER AND RELEASE OF LIABILITY

In order to use the bike storage room (hereinafter referred to as the “Bike Storage Room”) located at 701 E. Timpanogos Parkway, Orem UT 84097, Ste (hereinafter referred to as “Canyon Park”), I, _____, an employee of _____, a tenant of Canyon Park, having premises commonly known as Suite # _____ located on the campus, do hereby certify, covenant and agree as follows:

1. I understand that, in using the Bike Storage Room for storage of my bike, there may involve risks not known to me and not foreseeable at this time, including, without limitation, risk of loss or theft of, or damage to, my bike or accidental or other physical injury.

-I HEREBY ASSUME THE RISK OF ANY SUCH LOSS, THEFT, DAMAGE OR INJURY AND FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS Canyon Park Owner II, LLC (“OWNER”) AND ANY AND ALL PROPERTY MANAGERS, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL, REPRESENTATIVES, ADVISORS OR AGENTS OF OWNER (COLLECTIVELY, “OWNER PARTIES”), AND OWNER’S AND OWNER’S PARTIES’ SUCCESSORS AND ASSIGNS, FROM LIABILITY, LOSS, COSTS, DAMAGE, EXPENSE, CLAIM OR SUIT, WHATSOEVER, FOR ANY AND ALL INJURY, LOSS, HARM, COST, EXPENSE, CLAIM, SUIT OR DAMAGE RESULTING FROM OR RELATED TO MY USE OF THE BIKE STORAGE ROOM.

-I HEREBY WAIVE ANY CLAIM THAT I MAY HAVE AGAINST OWNER, OWNER PARTIES AND OWNER’S AND OWNER PARTIES’ SUCCESSORS AND ASSIGNS FOR ANY (I) LOSS OR THEFT OF, OR DAMAGE TO, MY BIKE OR OTHER PERSONAL PROPERTY AND (II) INJURY, HARM OR DEATH TO MY PERSON IN CONNECTION WITH MY USE OF THE BIKE STORAGE ROOM.

-IN CONSIDERATION OF OWNER PERMITTING ME TO USE THE BIKE STORAGE ROOM FOR THE PURPOSES SET FORTH HEREIN, I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE OWNER, OWNER PARTIES OR THEIR SUCCESSORS OR ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES, THAT RESULT FROM MY USE OF THE BIKE STORAGE ROOM INCLUDING THOSE RESULTING FROM ORDINARY NEGLIGENCE OF OWNER OR OWNER PARTIES, BUT EXCLUDING THOSE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER OR OWNER PARTIES.

2. I understand that the Bike Storage Room is unmanned and unsupervised at all times, and that Owner shall have no obligation to provide personnel, surveillance, or security in the Bike Storage Room or to otherwise protect me or my bicycle



from assault or theft or other any other harm to my property or my person, and I shall enter and use the Bike Storage Room at my own risk.

3. I agree that I will not lend my security access card to any other person and will not allow anyone into the Bike Storage Room with my security card or otherwise, on penalty of revocation without notification. I agree that I will be responsible for any damage to property or injury to person caused by any unauthorized person that I have permitted to enter the Bike Storage Room or the Building, and that I will indemnify and hold harmless Owner, Owner Parties and their successors and assigns from and against any claim arising as a result of such damage or injury.

4. I hereby represent that I am at least 18 years of age.

5. I agree that I will be responsible for any damage I cause to anyone's bike or to the Bike Storage Room while using the Bike Storage Room and shall indemnify Owner, Owner Parties and their successors and assigns from any claims from third parties related to any such damage.

6. I agree that I will only use the Bike Storage Room for the storage, repair or maintenance of my bike and for no other purpose whatsoever, including, without limitation, for storage of other personal property, including any property of third parties. I agree that I will be responsible for any damage to property or injury to person caused by me or my bicycle in the Building, and that I will indemnify and hold harmless Owner, Owner Parties and their successors and assigns from and against any claim arising as a result of such damage or injury, and will reimburse Owner and/or Owner Parties for the cost to repair any such damage within thirty (30) days of written demand therefore.

7. I agree to use caution when exiting and entering the Bike Storage Room to prevent damage to walls and floors.

8. I acknowledge that I will abide by all rules and regulations governing the use of the Bike Storage Room that Owner may adopt from time to time.

9. I declare that I have read, understood, agree to the contents of this informed waiver and release of liability agreement in its entirety.

USER OF BIKE ROOM STORAGE:

Individual's Name: _____.

HID Access Card Number: _____.

Company Name: _____.

Signature: _____.

Date: _____.

BIKE DESCRIPTION:

Color: _____

Make: _____

Type: _____

Other: _____