

The Golden Rule Building Fitness Center Release and Indemnity Agreement

HFS Properties, a Minnesota Limited Partnership and HFS Golden Rule LLC, a Minnesota Limited Liability Corporation, owners of the Golden Rule Building located in Saint Paul, Minnesota (the "Building"), managed by Commercial Real Estate Services, Inc., presently has in the Building a fitness center and locker/shower room facilities and exercise and fitness equipment and furnishings located in such center and facilities, the foregoing being herein individually and collectively called the "Fitness Center". As used in this agreement ("Agreement"), "Property" refers to the Building, the parking lot associated with the Building, and the parcel(s) of land owned by the owner of the Building.

The undersigned has requested permission to use the Fitness Center pursuant to the rules and regulations hereto attached as Exhibit "A" and incorporated herein by reference (such rules and regulations, as they may be amended by the owner or manager of the Building in its discretion from time to time in the future, are herein called the "Rules and Regulations").

The consideration I am receiving for this Agreement is a revocable and nonexclusive license to use the Fitness Center pursuant and subject to the Rules and Regulations. I hereby agree to observe and abide by the Rules and Regulations in the use of the Fitness Center (provided that any amendments or changes to the Rules and Regulations are posted in the Fitness Center). I understand that my license to use the Fitness Center may be revoked at any time at the sole discretion of the building owner or manager, whether with or without cause, by oral or written notice to me or the Tenant (and in any event, unless sooner terminated, such license shall terminate automatically upon the earlier to occur of expiration or termination of the lease or sublease of the Tenant in the Building, or the termination of my employment with the Tenant at the Building, or the transfer of my employment out of the Building). I further understand and agree that my right to use the Fitness Center is a **NON-TRANSFERABLE REVOCABLE LICENSE** and that I shall not provide access to the Fitness Center to anyone other than myself.

I expressly acknowledge and agree that I have several options when it comes to using or accessing a fitness center, including exercising on my own or at another gym or fitness center. I expressly acknowledge and agree that use of the Fitness Center may involve risk of serious bodily injury or even death and I represent to the Building owner and manager that I have had such physical examinations by a physician as are required by the Rules and Regulations and as I have otherwise deemed necessary and that I have determined that I am in such physical condition as to permit my safe use of the Fitness Center. **I ACKNOWLEDGE THAT MY USE OF THE FITNESS CENTER IS COMPLETELY AT MY OWN RISK, AND THAT MY USE OF THE FITNESS CENTER SHALL BE IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, ON THE PART OF THE BUILDING OWNER OR MANAGER, OR ANY OTHER PERSON OR ENTITY, CONCERNING THE CONDITION OF THE FITNESS CENTER, OR ANY OTHER MATTER WHATSOEVER, WHETHER RELATED OR UNRELATED.** Without limiting the preceding sentence, I also acknowledge and agree that neither the Building owner nor manager, nor any other person or entity, shall provide or be obligated to provide any personnel or equipment to assist, supervise, advise, manage or in any way control or oversee the Fitness Center or the users of the Fitness Center, nor to supervise other areas of the Property, nor to provide security for users of the Fitness Center or any of their

property (whether in or about the Fitness Center, or in or about other areas of the Property, and whether during business or non-business hours). In the event any monitoring or supervision shall be provided, I acknowledge and agree that such monitoring or supervision shall be at the sole discretion, and for the sole benefit, of the Building owner and manager, and not for my protection or other benefit. Without limiting or being limited to the foregoing, I also acknowledge and agree that in the event the Building owner or manager shall elect to install a security camera or "assistance" buttons, such devices may not be useful, and may not be maintained in an operational condition, and may be monitored only occasionally or not at all, in each case in the sole discretion of the Building owner or manager, and in no event whatsoever shall the Building owner or manager, or any of the "Releases" (as that term is hereinafter defined), have any responsibility or liability whatsoever for or in respect of such devices or the maintenance monitoring or response, or absence of maintenance, monitoring or response of or to such devices, or the condition or usefulness of such devices.

I HEREBY FOREVER RELEASE, WAIVE AND DISCHARGE HFS PROPERTIES, HFS GOLDEN RULE LLC, Commercial Real Estate Services, Inc., as well as any successors, assigns, affiliates and subsidiaries, and any of their directors, officers, employees, managers, members, of the Property or any portion thereof, and its and their respective partners and affiliates (Releasee's) of and from any and all losses or damages, and any and all claims, demands, actions, suits, or liabilities on account of or relating in any way, whether directly or indirectly, to Releasee's negligence, to any injury or illness or death sustained by me or any loss of or damage to my property, occurring while I am in any way using or in the Fitness Center for any purpose or which other arises from or relates in any way, directly or indirectly, to the Fitness Center or my use of or activities in the Fitness Center (including, but not limited to, personal injuries suffered by me arising from my use of the fitness or exercise equipment, showers, or dressing areas, and damage, theft or loss of my property located or stored in the lockers or other portions of the Fitness Center), or my violation of the Agreement, in each case **WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR STRICT LIABILITY OF ANY OF THE RELEASEES, IT BEING MY INTENTION THAT THE FOREGOING RELEASE APPLY EVEN TO THE NEGLIGENCE AND STRICT LIABILITY OF THE RELEASEES, PROVIDED HOWEVER, THIS RELEASE DOES NOT APPLY TO RELEASEE'S WILLFUL MISCONDUCT OR NEGLIGENCE.**

I also hereby agree to **IDEMNIFY, DEFEND AND HOLD HARMLESS** the Releasees from and against any and all claims, demands, actions, suits, liabilities, losses and costs of any kind or nature whatsoever (including without limitation claims against the Releasees for any personal injury, death, or property loss, damage or theft incurred by other users of all Fitness Center, and losses suffered by the Releasees due to damage to the Fitness Center by the undersigned) asserted against, or suffered or incurred by, the Releasees and arising from or relating to, whether directly or indirectly, my use of or activities in the Fitness Center, or any property I may bring into the Fitness Center, or my violation of this Agreement, in each case **WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR STRICT LIABILITY OF ANY OF THE RELEASEES, IT BEING MY INTENTION THAT THE FOREGOING INDEMNITY APPLY EVEN TO THE NEGLIGENCE AND STRICT LIABILITY OF THE RELEASEES.**

I further acknowledge that this Agreement binds me and my heirs, personal representatives, assigns and next of kin and inures to the benefit of said Releasees and their personal representatives, heirs, successors and assigns.

I agree that the Building owner or manager may specify the hours and days of operation of the Fitness Center from time to time, and may modify, alter, improve, or close, either temporarily or permanently, the Fitness Center from time to time, in each case in its sole discretion.

This Agreement contains the entire agreement of the undersigned regarding the Fitness Center, and it supersedes any prior or contemporaneous oral or written agreements of the undersigned regarding such matter. The protections, immunities, rights and benefits afforded to the owner or manager of the Building or any other Releasees are cumulative of and are in addition to, and not exclusive of, those provided to the owner of the Building or such other parties under the Tenant's lease of space in the Building. This Agreement may not be amended or waived except in writing signed by the owner or manager of the building. This Agreement shall be enforceable to the maximum extent permitted by applicable law. If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and unenforceable of the remaining provisions shall not be affected or impaired hereby. This Agreement shall be governed by the laws of the State of Minnesota.

I have read and voluntarily signed this Agreement without reliance upon any representation or statement by the Releasees and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law. I fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.**

Exhibit "A"
The Golden Rule Building Fitness Center
Rules and Regulations
Updated January 2, 2018

Release and Indemnity Agreement

- A current Fitness Center Release and Indemnity Agreement ("Agreement"), incorporating these rules and regulations by reference, must be must be completed and signed by each user and returned to the Building Management office prior to granting access to the space.

Hours of Operation

- 5:00 a.m. – 8:00 p.m. (Daily)

Location

- Located in the lower level of the Golden Rule Building.

Security/Accessibility

- The Fitness Center may be used only by employees of tenants and subtenants who work in the Golden Rule Building. Employment in the building must be verified. Visitors may not use or enter the Fitness Center, and no persons under the age of 18 may use or enter the Fitness Center.
- The Fitness Center is a locked and secured space. Tenants who wish to use the Fitness Center must request access into the space.
- A \$40.00 Security Card Access Administration fee will be collected prior to granting access to the space. The Security Card Access Administration fee will grant access to the space through March 31, 2019. Payment can be made with cash, check, or PayPal. NSF payments will be subject to a \$20.00 Returned Check Fee and access to the space will be suspended until all fees are collected.
- Users must have a photo I.D. on file in Building Management's Security Card database. Photos will be taken in the Building Management office.
- For security and safety reasons, always swipe your card to gain access to the Fitness Center. Please do not follow someone into the space without swiping your card.

General Rules/Regulations

- The Golden Rule Building suggests that approval is obtained from your physician prior to commencing or modifying an exercise program.
- Each user must keep noise levels to a minimum level acceptable for an office building environment. No audible radios or other electronic devices without ear buds are permitted (unless approved by Building Management for "Class" purposes).

- The use of cameras and recording devices will not be permitted. If cell phones have these features, please refrain from using these features in the Fitness Center.
- No food or beverages (except for water) are permitted in the Fitness Center. No glass containers may be brought into the Fitness Center.
- Each user is requested to pick up their towels, water bottles, newspapers, and magazines immediately after use.
- Proper attire, including shirts, shorts and athletic shoes must be worn in the Fitness Center at all times.
- Wall-mounted, flat screen televisions are located in the fitness center. Audio for the televisions may be attained by tuning your radio to the station provided. Please do not change the stations or request Building Management to change the stations.
- Each user must observe all requirements and warnings of posted signs.
- Each user is responsible for any damage to the Fitness Center caused by such user.
- Building Management and the Security personnel reserve the right to remove anyone from the Fitness Center or terminate access at Building Management's full discretion.
- To the extent of any conflict between the provisions of these Rules and Regulations, the provisions of the general Building Rules, and the provisions of any posted signs, the provision which is the more restrictive will prevail.
- Building Management reserves the right to change these rules and facility operations at any time.

Equipment

- The Fitness Center includes a wide array of cardio equipment including treadmills, elliptical trainers and bicycles. Strength training equipment includes hydraulic machines, free weights, and a Hoist Smith machine.
- Please use the equipment appropriately and replace weights after use. Please do not drop weights. Dropping weights is potentially harmful to the flooring and the equipment.
- Equipment sanitizing wipes are provided in the cardio and strength training areas. **It is each member's responsibility to WIPE DOWN the equipment after each use.**
- Please do not use the equipment on the walls/mirrors. For example, do not throw medicine ball against wall/mirror or prop weight against wall/mirror. The soft inflatable balance balls may be used as a prop against the painted wall to facilitate with exercises such as squats, but cannot be used against any of the mirrors.
- During peak hours, or while others are waiting, each user's time on the cardio equipment may be limited to a total of no more than 30 minutes.
- The equipment must be used only for their intended purposes. No equipment shall be used unless the user is already familiar with its proper use.
- Please notify building management with any equipment issues.

Fitness Studio

- The Fitness Center Studio is available for users who are participating in fee based fitness classes or independent stretching.
- Please do not use the walls of the Studio for catch and release type of exercises.

Shower/Locker Rooms

- Showers/Locker Rooms are located in the lower level of the Golden Rule Building.
- Lockers are available in the shower/locker rooms for storage of your belongings while you are using the shower/fitness facilities. Personal padlocks are suggested to secure possessions in the lockers. Any locks left on lockers overnight will be cut off and all personal items removed. Building Management is not responsible for any lost or stolen items.
- A limited amount of long term personal use lockers are available with the rental of an indoor bike storage space for \$120/year.
- The code to gain entry into the shower/locker rooms can be obtained from the building management office.

Thank You for being respectful of others and this facility. Please notify management if the Fitness Center needs attention or if you experience any problems.

Commercial Real Estate Services, Inc.

Building Management

651.290.8890