

ACCESS BADGE # _____

(located on the back of your building access card)

100 East Pratt Fitness Center

HEALTH/EXERCISE QUESTIONNAIRE

Date _____

Name: _____ Gender: _____ DOB: _____ Age: _____

Address: _____

Cell Phone: _____ Work Phone: _____ Email: _____

Emergency Contact: _____ Phone: _____

Employer: _____ Employer Address: _____

**Thank you for taking the time to complete this questionnaire.
Please read each question carefully and answer each one accurately.**

- Has your doctor ever said you have a heart condition and that you should only do physical activity recommended by a doctor?..... Yes No
- Do you feel pain in your chest when you do physical activity? Yes No
- In the past month, have you had chest pain when you were not doing physical activity? Yes No
- Do you lose your balance because of dizziness or do you ever lose consciousness? Yes No
- Do you have a bone or joint problem that could be made worse by a change in physical activity? Yes No
- Is your doctor prescribing drugs for your blood pressure or heart condition? Yes No
- Do you know of any other reason why you should not do physical activity?..... Yes No

If you answered YES to one or more questions...

100 East Pratt will need to get your physician’s written permission before you can begin exercising in the building’s fitness center.

I, _____ agree to abide by the policies and procedures of 100 East Pratt Fitness Center, including the completion of the above medical questionnaire. I acknowledge that I have received and read 100 East Pratt Fitness Center Membership Agreement and Rules and Regulations. I understand and agree that the use of all 100 East Pratt facilities, services and programs will be unsupervised and shall be undertaken at my own risk, and 100 East Pratt shall not be liable for any injuries, accidents or deaths arising either directly or indirectly from using the facilities, services and programs. I, for myself and on behalf of my executors, administrators, heirs and assigns, do hereby expressly release, discharge, waive and relinquish 100 East Pratt Fitness Center, and owner, 100 Pratt St. Ventures, LLC, and its members, managers, successors, assigns, employees, representatives and agents from all such claims, demands, injuries, damages or causes of action with respect to my use of the facilities and my participation in exercise, programs and services at 100 East Pratt Fitness Center. I represent and warrant that I have completed the above medical screening truthfully as required by 100 East Pratt. Furthermore, I understand that medical clearance must be obtained from my personal physician in the event any of the medical history questions are answered yes or if risk factors such as high blood pressure are present.

Member Signature

Date

100 East Pratt Fitness Center
REGISTRATION FORM (PLEASE PRINT)

Email address: _____

Name: _____ Birth Date: _____ Sex: Male _____ Female _____

Address: _____ City/State: _____ Zip: _____

Cell Phone: _____ Work Phone: _____ Company: _____

(We do not accept cash, check or credit card payments)

I. CONDITIONS OF 100 EAST PRATT FITNESS CENTER MEMBERSHIP:

I agree that I must be a member in good standing of the 100 EAST PRATT FITNESS CENTER and continuously remain a member throughout the term of my membership unless I give 30 days' written notice to 100 EAST PRATT, fail to pay my membership fee for more than 60 days or acquire a medical disability before the term of my membership has expired.

II. TERM OF MEMBERSHIP: I agree that the minimum term of membership is thirty (30) days.

III. COST OF MEMBERSHIP _____ (Initial)

Monthly Fee: I agree to pay a monthly fee of \$32.00 through

Plan 1: A Wire/ACH/Check from member's bank account to:

Wells Fargo Bank, Oakland, CA

Bank Account Name 100 Pratt St. Ventures LLC

Bank ID ABA Number (9 Digits) 121000248

Bank Account Number: 4114982655

Or Mail To:

100 Pratt St. Ventures, LLC

PO Box 780462

Philadelphia, PA 19178-0462

Plan 2: Payroll deduction payments @ \$16.00 "per pay". (T. Rowe Price employees only)

This fee entitles me to use the facility subject to the rules and regulations. Payments are due the 1st of each month.

*Any payments not collected by the 15th of the month; membership will be deactivated until payment is received. Additional fees may apply.

II. RENEWAL OF MEMBERSHIP _____ (Initial)

_____ **ELECTRONIC FUNDS TRANSFER.** I agree that my membership will be automatically renewed on a month-to-month basis unless I notify the 100 EAST PRATT FITNESS CENTER of my desire to end my membership in writing. I agree that the cost of subsequent membership may be subject to increase and understand that notice of any increase will be sent to me at least 30 days prior to the increase of my membership.

IV. CANCELLATION: I agree that I may cancel this agreement without further obligation if,

- a) I become disabled and am unable to use the membership service, per physician request.
- b) The 100 EAST PRATT FITNESS CENTER is unable to provide the services which it has agreed to provide.
- c) Provide a 30-day written notice. As an EFT member, I will be responsible for 1 month's fees if I cancel after the tenth (10th) of the month. If I cancel prior to the tenth (10th) of the month, I will only be responsible for the balance of that month's fees.

V. AMENDMENTS

I agree that amendments to this agreement may be made with 30 days' notice by 100 Pratt St. Ventures, LLC, C/O CBRE and that any amendment shall take effect at any time.

VI. NOTICE OF CONSUMER RIGHTS

- A. Our business registration number with the State's Consumer Protection Division is E5062
- B. We are not required to carry a performance bond under the Maryland Health Club Services Law because we do not accept more than three months' payment in advance or charge initiation fees over \$200.
- C. If the 100 East Pratt Fitness Center is closed for a month or more, you are entitled to your choice of either an extension of the contract or a prorated refund. If the closing is not the fault of the business, we are entitled to choose.
- D. You have the right to cancel this contract within three (3) business days after receipt of a copy of this agreement. Cancellation must be in writing and delivered in person or by certified or registered mail. If you cancel, you are entitled to a refund of all monies paid.
- E. If you become disabled for at least three (3) months during the membership term and the disability is confirmed in writing by a physician, you are entitled to an extension of the contract. Since we are exempt from the bonding requirement, we cannot collect payments during a member's disability extension so that we are not holding more than three month's payments in advance.

This notice is an integral part of the application and contract for membership.

I understand that I am entitled to a copy of this agreement at the time that I sign it.

100 EAST PRATT FITNESS CENTER

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I _____, wish to make use of the 100 East Pratt Fitness Center located on the 12th floor of 100 East Pratt St. Baltimore, MD 21202. In connection with my use of the 100 East Pratt Fitness Center, I understand, agree and acknowledge certain matters as follows:

1. I understand that the Owner of 100 East Pratt Fitness Center, 100 Pratt St. Ventures, LLC. (Herein after called the "Owner") is making the 100 East Pratt Fitness Center available to members and shall be used only by such members who have signed a Waiver Agreement. **NO GUESTS, FAMILY MEMBERS OR CHILDREN ARE PERMITTED.**
2. I understand and agree that my use of the 100 East Pratt Fitness Center, and the facilities and equipment located therein, is at my own risk.
3. I understand and agree that the Owner will not provide any instruction, supervision or direction regarding the use of the equipment, and that I will not use any piece of equipment with which I am not thoroughly familiar, and which I do not know how to operate.
4. I understand that the Owner may make available, upon request, materials supplied by the manufacturer of such equipment, but that the Owner is not required to maintain or provide such materials, and I agree that the Owner will not be held liable or responsible in any way for the contents of or any omissions from such material.
5. **I acknowledge that the Owner has advised me to obtain a medical examination prior to utilizing any of the equipment in the 100 East Pratt Fitness Center.**
6. The Owner shall have the right, from time to time, to promulgate and establish rules and regulations relative to the use and enjoyment of the 100 East Pratt Fitness Center, and I agree to comply with such rules and regulations.
7. The Owner has the right to close the 100 East Pratt Fitness Center temporarily for repairs and/or maintenance of the fixtures orequipment.
8. The Owner reserves the right to deny access to the 100 East Pratt Fitness Center to anyone who fails to comply with the terms of this Agreement.
9. **Lockers are for your use during your work out times only. You must take your lock and personal belongings with you after each work out session, unless you are paying a monthly fee to rent a locker.**
10. This Agreement shall be governed by Maryland law. Any notice must be in writing and sent by certified or registered mail. This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns. This Agreement shall not be binding or effective until signed by each of the parties hereto. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof. In the event any part or parts of this Agreement are determined to be invalid or unenforceable, such part or parts shall be severed and the remainder of the Agreement shall remain in full force and effect to the full extent permitted by law.
11. Further, I hereby release and discharge the Owner, 100 Pratt St. Ventures, LLC, and the property manager, CBRE, from any and all liability for any loss, or theft of, or damage to personal property, including without limitation automobiles and the contents of lockers.

I agree that the Owner shall not be held liable or responsible in any way should I be injured while using the 100 East Pratt Fitness Center or any facilities, equipment and materials located therein, regardless of whether such injuries are caused by or resulted from any negligence on the part of the Owner. Also, I agree to indemnify and hold the Owner, 100 Pratt St. Ventures, LLC, and the property manager, CBRE, harmless from any and all lawsuits, claims, damages, including costs and attorney's fees, arising out of or resulting from my use of the 100 East Pratt Fitness Center.

I understand that the Owner is relying upon this Waiver Agreement in permitting me to use the 100 East Pratt Fitness Center, and the facilities, equipment and materials located therein, and that this Waiver Agreement shall remain in effect until such time as Owner has exercised its right under Paragraphs 8 above, at which time I will no longer be permitted to utilize the 100 East Pratt Fitness Center facilities.

I expressly agree that this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland without regard to conflict of law principles.

Member Signature

Date

Authorized 100 East Pratt Fitness Center Signature

Date

100 EAST PRATT FITNESS CENTER

Membership: 100 East Pratt Fitness Center located at 100 East Pratt St. Baltimore, MD 21202, will be an un-manned self-serviced gym available to members of 100 East Pratt Fitness Center at the cost of \$32.00per month.

Non- T.Rowe Price Members Must initiate electronic payment

A Wire/ACH/Check from member's bank account to:

Wells Fargo Bank, Oakland, CA

Bank Account Name 100 Pratt St. Ventures LLC

Bank ID ABA Number (9 Digits) 121000248

Bank Account Number: 4114982655

Or Mail To:

100 Pratt St. Ventures, LLC

PO Box 780462

Philadelphia, PA 19178-0462

T. Rowe Price Members

Payroll deduction payments @ \$16.00 "per pay". (T. Rowe Price employees only)

This fee entitles you to use the facility subject to the rules and regulations. Payments are due the 1st of each month.

***Any payments not collected by the 15th of the month; membership will be deactivated until payment is received. Additional fees may apply.**

Hours of Operation:

5:00AM – 9:00PM Monday – Friday. Property Management onsite between 8:00AM-5:00PM Monday – Friday

Services:

Self-service of all cardiovascular, exercise units and free weight equipment. Day lockers and showers are also available. Lockers can be reserved with an additional fee of \$5 per month. Towel service will be available between 5:00AM – 9:00PM Monday – Friday.

Access/Security:

Access to the 100 East Pratt Fitness Center is by an electronic card reader made available only to paying members of the Fitness Center.

*Members who do not pay by the 15th of the month will have their access card deactivated.

Sign Up:

Requirements are as follows:

Those who wish to become members of the 100 East Pratt Fitness Center may sign up in the Management Office weekdays between 8:00AM and 5:00PM in person to obtain a 100 East Pratt Fitness Center Application and Wavier.

When the Waiver Agreement and Application Form is submitted, access to the 100 East Pratt Fitness Center is activated within two business days.

Questions:

Please contact the Management Office at 410-539-5526.