



1800 Grant Street Mini Gym Rules and Regulations

1. **Eligible Members:** The use of the Mini Gym (Facility) is reserved for the employees (Member) located at 1800 Grant Street Denver, CO 80203 at no charge. Minors (under the age of 18) are NOT permitted to use the Facility. Please do not prop the entry doors open, or grant anyone access. Everyone MUST access the Facility with a keypad code. By executing this Contract, the Member agrees not to disclose the keypad code with any other party, and handle it with discretion.
2. **Hours:** The Facility is open for use 24/7 as long as you have after-hours badge access to the building. **MEMBERS MAY ONLY USE THE FACILITY DURING NON-WORKING HOURS AND SCHEDULED BREAKS.**
3. **Risk of Injury or Damage:** **MEMBERS ACKNOWLEDGE AND AGREE THAT THE FACILITY AND EQUIPMENT WITHIN THE FACILITY WILL BE USED BY MEMBERS "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND WITHOUT ANY REPRESENTATION OR WARRANTY BY THE UNIVERSITY OF COLORADO (UNIVERSITY). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, PHYSICAL CONDITION, FITNESS FOR A PARTICULAR PURPOSE OR USE OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED THAT MAY ARISE BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO THE FACILITY OR THE EQUIPMENT WITHIN THE FACILITY.** Building personnel are not present during Facility hours, nor is there a trainer to assist in, or oversee, any type of exercise. Limited information provided by the manufacturer of the equipment is posted. MEMBERS ARE ADVISED TO CONSULT A PHYSICIAN PRIOR TO USE OF FACILITY. Members personally assume the risk of and liability for bodily injury and damage to, or loss of, property arising out of or occurring in connection with the use of the Facility. Each Member agrees to indemnify and hold harmless the University, 18th Avenue LLC, and Centennial Realty Advisors LLC, its agents, employees, and other personnel so deemed and named by the University from and against all claims, liabilities, damages, losses, and expenses including attorney's fees arising out of or resulting from the use of the Facility. Additionally, Member agrees to waive all claims against the University, its agents, employees, and other personnel's negligence in the maintenance of the premises or the equipment or facility located herein. By executing this Agreement, the Member acknowledges receipt of the Rules and Regulations, and understands them.
4. **Loss or Theft:** The University is not responsible for any loss or theft of Member's property from the Facility.
5. **Conduct:** No food, alcoholic beverages, or smoking are permitted in the Facility.
6. **Attire:** Members shall wear proper shoes and attire when using the Facility.
7. **Damage:** Members agree to report any damage or malfunction of equipment, or anything else they observe to the SSC Health & Wellness Committee at ssc-health-wellness@cu.edu.
8. **Updates to Rules and Regulations:** The Rules and Regulations and liability waiver of the Facility may be changed by the University without permission of the Member. Effective notice and delivery of such change shall be accomplished by posting the Rules and Regulations in a conspicuous location in the Facility.
9. **Termination:** Members' failure to abide by the Agreement and the Rules and Regulations shall result in the termination of the Member's rights to use the Facility.



1800 Grant Street Mini Gym Waiver and Contract

Initial each line below to state that you understand and agree to the terms of this contract.

___ I exercise my own free and voluntary choice to use the Facility and equipment provided by the University of Colorado. I understand and assume all associated risks involved with use of the Facility.

___ I agree to assume all risk of personal injury or loss, bodily injury (including death), and damage to, loss of, or destruction of, any personal property resulting from, or arising out of, participation in the use of the Facility. I also release, waive, indemnify, hold harmless, and discharge the University of Colorado from all claims, damages, and injuries arising out of my activities, including my use of equipment and facilities provided by the University of Colorado.

___ The University of Colorado does not provide health insurance for individuals participating in activities made available or sponsored by the University of Colorado. As such, you or your personal health insurance provider will be responsible for payment of medical services and care for any injuries sustained during, or resulting from, the use of the Facility.

___ I agree not to disclose the keypad code with any other party, and handle it with discretion.

I, the undersigned, have read and understand the Rules and Regulations for the Mini Gym at 1800 Grant Street Denver, CO 80203, and agree to abide by these Rules and Regulations.

Signature: _____ Date: _____

Please Type or Print

First Name: _____ Last Name: _____

Department: _____ Suite Number: _____

Email Address: _____ Phone Number: _____