

Brookhollow Fitness Center
FITNESS CENTER RULES AND
GUIDELINES

MEMBERSHIP

- The Fitness Center is available for use to all paying members that have completed the Fitness Center enrollment forms for membership.
- All membership payments must be made directly to Hertz Investment Group via Permit 2 Park. P2P will directly bill you on a month-to-month basis. **The membership fee costs \$35.18 per month per individual account**, and payment must BE received before the fifth of every month or a \$10.00 late fee will be added. All payments are by Credit Card or ACH Only. There is a non-refundable fee of \$25.00 charge to replace lost, stolen or damaged cards. Your employer will have no involvement with your membership. The fitness agreement is solely between the member and the fitness center. Please direct billing questions to Hertz Investment Group at (713) 255-2319.
- Only Brookhollow tenants are allowed the use the Fitness Center. No spouses or guests.
- Members are allowed to use the Fitness Center during operational hours only:
 - o Monday-Friday 6:00am -7:00pm
 - o Saturday 6:00am- 1:00pm
 - o Sunday Closed
 - o Holiday Schedule TBA

WORKOUT AREAS

- Athletic clothing and footwear is required at all times when on the workout floor. .
- Spring collars **MUST** be used when using the Olympic bench.
- Allow others to "work in" between sets; refrain from resting on strength training equipment between sets.
- Do not drop free weights on floor.
- Wipe down fitness equipment and return all dumbbells, free weights and accessories to their appropriate location after each use.
- Only water bottles are permitted, no open containers will be allowed in workout areas.
- Clean mud off of footwear before entering the building from exercising outside.
- Return magazines to storage racks when finished.

LOCKER ROOMS

- Workout bags must be stored in locker rooms.
- Lockers are for day use only; no combination or key locks are to remain on lockers.
- Take all personal belongings with you after you complete your workout.
- Place dirty towels and trash in appropriate receptacle.
- Wipe/rinse down sink area after shaving, brushing your teeth, etc.
- Vanity areas cannot be reserved prior to use.

LOST AND FOUND

- Lost and found items such as laundry, shoes, toiletries and articles of clothing will be held for 30 days. Each item is dated and stored in the Lost & Found closet, it is up to the individual to retrieve any items found.
- Equipment and accessories must remain on campus at all times.

****These rules are subject to change at the discretion of management. Help us to keep the Fitness Center clean and appealing at all times. Remember, the Fitness Center is a place to exercise and enjoy yourself!**

I, the undersigned, have read and have understood the Fitness Center Rules as written above. I promise to abide by these rules whenever I enter the Fitness Center.

Date:

Printed name of member:

Signature of member:

Brookhollow Fitness Center Enrollment Paperwork

Last	First	Date
<input type="checkbox"/> Male <input type="checkbox"/> Female	DOB __ / __ / __	Work Phone
Company Name:	Email:	
Employee# (if applicable)	Security Badge# (last 5 digits)	

Emergency Information

Contact Name:	Home Phone:
Relationship:	Work Phone:
Physician's Name:	Physician's Phone:

Please be on the lookout for a "Welcome email" from noreply@permit2park.com to begin creating your login and to also set up autopay if you would like. I have **attached** instructions to assist you with autopay.

You will use **Permit2Park** to make your monthly payments for your membership.

The screenshot shows the Permit2Park user portal. The top navigation bar includes a home icon, a user profile icon, and the text "Monthly Parker Portal". The left sidebar contains links for HOME, MY INFO, PAYMENTS (with a red notification badge), and AGREEMENTS. The main content area displays a warning about unpaid invoices and three sections: My Info, Vehicles, and Agreements. The "My Info" section shows user details for Garth Brooks. The "Vehicles" section lists two vehicles: Alfa Romeo and Ford F150. The "Agreements" section shows a start date of 12/07/2020 and an event complex. Below these sections, the "Administrator" section contains fields for first and last name, mobile phone, and email. The "Credit cards" section shows a credit card for Event Complex (T... Crossroads Lot) with an American Express logo and a credit card number ending in *2004. A red 'X' icon is next to the credit card number. A callout box points to this icon with the text: "To opt out of auto-pay simply click on the 'x' and this will delete the stored information. Note: To protect your information, if details need to be updated, such as expiration date, this will require you to delete the card on file and reenter the correct information on your next payment of an invoice." Below the credit cards section is a "Parkers list" table with columns for Name, Location, Area, Start Date, and End Date. The table contains one entry for Garth Brooks at Event Complex (T2P/P2P) in the Crossroads Lot, starting on 12/07/2020. At the bottom of the page are "CANCEL" and "SAVE" buttons.

Monthly Parker Portal

Garth Brooks

HOME

MY INFO

PAYMENTS 1

AGREEMENTS

You have unpaid invoice(s).
Please click PAYMENTS on the left to view the payment status of each of your invoices.

My Info EDIT

Garth Brooks
4231112222
garthbrooks@yopmail.com
USA, 111 17th Ave South, Nashville, 37212

Vehicles EDIT

Alfa Romeo
Black | 8951AWE

Ford F150
White | RODE001

Agreements DETAILS

Start date: 12/07/2020
Valid to: -

Event Complex (T2P/P2P)
Crossroads Lot

Administrator

First name: Garth
Last name: Brooks
Mobile phone: +1 4232412698
Email: garthbrooks@yopmail.com

Credit cards

Event Complex (T... Crossroads Lot)
Card: American Express
Credit card number: *2004

Parkers list

Name	Location	Area	Start Date	End Date
Garth Brooks	Event Complex (T2P/P2P)	Crossroads Lot	12/07/2020	

CANCEL SAVE

To opt out of auto-pay simply click on the "x" and this will delete the stored information.
Note: To protect your information, if details need to be updated, such as expiration date, this will require you to delete the card on file and reenter the correct information on your next payment of an invoice.

WAIVER&
RELEASE
(Fitness Center)

I, _____ in consideration of being provided access to the Fitness Center (as defined below), hereby state, acknowledge and agree to the following:

1. I am at least 18 years of age.
2. I am an on-site employee of-----, which company leases office space in that certain office project known as Brookhollow Central I, II and III located at 2800, 2900, and 2950 N01th Loop West, Houston, Texas (the "Project") from Hertz Houston Brookhollow, LP, a Delaware limited partnership (the "Project Owner").
3. I desire to use the fitness center located on the 1st floor of the Brookhollow Central III building in the Project (the "Fitness Center").
4. I understand that the Fitness Center shall be available on a first-come, first-serve basis each day and will be unmanned and unsupervised. I further understand that any and all employees or agents of the Owner of the Project who may be present at any time in the Fitness Center are not trained or authorized to provide health, fitness or medical assistance or advice of any kind. Additionally, to the extent the Project Owner permits classes (exercise or otherwise) to be taught or provided in the Fitness Center, I understand that the instructor is an independent contractor and not an employee or agent of the Project Owner, and therefore, I hereby agree that the Project Owner is not responsible or liable in any manner for the acts or omissions of the instructor.
5. I understand that the Fitness Center may contain various exercise equipment and machinery and that the Project Owner does not represent or warrant in any manner the good working condition of such equipment and machinery. I further understand that exercise and the use of the Fitness Center. (including without limitation participation in any exercise classes) are potentially hazardous activities that could result in personal injury as well as death, and as such, I acknowledge that my use of the Fitness Center is purely voluntary on my part and I hereby expressly assume any and all risk of injury or death.
6. I will not permit the use of the Fitness Center by any person not authorized to use the Fitness Center, and I will abide by the rules and regulations for the use of the Fitness Center that are in effect from time to time.
7. I hereby represent to Project Owner that I am familiar with the equipment available at the Fitness Center, and that I have sufficient skill, knowledge and training to use the equipment in a safe manner. I agree that I will not use the equipment at the Fitness Center with which I am unfamiliar, or of which I am unsure that I have sufficient knowledge to use safely, and that if I require supervision in the use of the Fitness Center, I will make my own arrangements for such supervision. I acknowledge and agree that: (i) the Fitness Center may be unmanned and unsupervised and (ii) any and all employees of Project Owner or any successor or assignee of the foregoing, who may be present at any time in the Fitness Center are not trained or authorized to provide, health, fitness or medical assistance or advice. I hereby acknowledge that I am assuming all risk of bodily injury, death and property damage that I may sustain in connection with access to or use of the Fitness Center or any equipment contained in the Fitness Center.
8. I am responsible for paying the Project Owner's standard charge for any access card issued to me in order to gain access to the Fitness Center as well as the Project Owner's standard charge for issuing any replacement cards. I further agree to return any access card to the Project Owner upon the earlier to occur of the end of my employment with my current employer or upon notice from the Project Owner that my access to the Fitness Center is being terminated (which the Owner may

do at any time for any reason).

9. I, FOR MYSELF, MY HEIRS AND REPRESENTATIVES, HEREBY RELEASE, DISCHARGE, WAIVE AND HOLD HARMLESS THE PROJECT OWNER, ITS AND ITS AGENTS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, PARTNERS, SUCCESSORS, ASSIGNS AND HEIRS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES OR LIABILITIES OF ANY KIND (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) ARISING FROM OR IN ANY WAY RELATED TO: (I) ANY INJURY TO ME (INCLUDING DEATH), (II) DAMAGE TO, LOSS OF, OR THEFT OF MY PROPERTY OR (III) ANY OTHER INJURY, LOSS OR DAMAGE, OCCURRING IN THE FITNESS CENTER OR RESULTING IN ANY MANNER FROM MY PRESENCE IN OR MY USE OF THE FITNESS CENTER. All releases, discharges, waivers and hold harmless obligations contained in this paragraph will be enforced to the fullest extent permitted by applicable law for the benefit of the Indemnified Parties, even if the applicable claim is caused by the active or passive negligence or sole, joint, concurrent or comparative negligence of any of such Indemnified Parties, and regardless of whether liability without fault or strict liability is imposed upon or alleged against any such Indemnified Parties, but the provisions of this paragraph will not be enforced for the benefit of any particular Indemnified Party to the extent that a court of competent jurisdiction holds in a final non-appealable judgment that the claim in question was caused solely by the willful misconduct or gross negligence of the Indemnified Party seeking the protections of this paragraph.

Signature: _____

Print Name: _____

Address: _____

Date:

Access Card Number: _____

WAIVER OF COVID-19 LIABILITY

NOTICE TO ALL ENTRANTS AND USERS OF THESE FACILITIES

EXCLUSION OF LIABILITY-ASSUMPTION OF RISK

THESE CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION
FOR A COVID-19 INFECTION

I am aware that COVID-19 is a highly contagious disease that can result in a serious medical condition requiring hospitalization and possibly death either to myself or others including family members that contract COVID-19 as a result of contact with me. I agree that by entering the facility and using the equipment, tools, and materials it contains, I am assuming the risks of contracting COVID-19 and that I agree that I am personally responsible for my safety and actions at all times when I am present at the Facility and will comply with all Company policies and rules. With full awareness and appreciation of the risks involved, and in consideration for being permitted to enter and remain at the facility and use the tools, equipment or materials inside it, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns and personal representatives, hereby forever release, waive, discharge, and covenant not to sue and indemnify and hold harmless the Company, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions and causes of action whatsoever, directly or indirectly arising out or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19, (*whether caused by the negligence of*) the Release Parties, any third-party using the Facility, or otherwise, while participating in any activity while in, on, or around the Facility.