

FITNESS CENTER AGREEMENT & RELEASE OF LIABILITY

BETWEEN: Print Name: _____ (“Tenant”)
Company: _____ Suite # _____
Telephone: _____
Access Card #: _____

AND: **Portland 400 Sixth LLC** (“Landlord”)

Recitals

The Landlord operates a fitness center (collectively, the “Facility”) located on the first floor of Aspect on Sixth at 400 SW 6th Avenue, Portland, Oregon 97204. The Facility consists of an exercise room and yoga room which include various items of athletic and exercise equipment as well as locker rooms, shower rooms, and day use lockers. Pursuant to the Rules and Regulations of the Facility, Tenant is eligible to use the Facility. Tenant has toured the Facility and read and reviewed the Rules and Regulations of the Facility. Tenant desires to use the Facility and the Landlord agrees to allow the Tenant to use the Facility on the terms and conditions provided in the Agreement and Release of Liability (“Agreement”) and per the Rules and Regulations.

NOW, THEREFORE, in consideration of the mutual promises of the parties, Tenant and Landlord agree as follows:

1. RIGHTS AND DUTIES OF TENANT

1.1 Full Use. Effective with the acceptance of this Agreement, Tenant shall be entitled to use the Facility in accordance with the Rules and Regulations of the Facility.

1.2 Medical Analysis. Tenant certifies that he or she has consulted a licensed physician and obtained approval to proceed with use of the Facility.

1.3 Damage to Facility. Tenant agrees promptly to pay Landlord for any damage to the Facility arising from any careless or negligent use of the Facility by Tenant.

2. DISCLAIMER OF LIABILITY

2.1 Personal Property. It is understood and agreed that Landlord, its Directors, officers, agents and employees are not responsible for lost or stolen money, valuables, articles of clothing or any other lost articles or possessions or personal property.

2.2 No Supervision. Tenant acknowledges that Landlord will provide absolutely no supervision in the Facility and that Tenant is, therefore, using the Facility at Tenant’s own risk. Landlord shall have no responsibility to monitor or supervise the activities of individuals using the Facility nor have any responsibility for resolving disputes or disagreements between individuals utilizing the Facility. No doctors, first aid or paramedic personnel will be available from the Landlord.

2.3 Use at Tenant's Own Risk. Member acknowledges that the use of the Facility may be capable of causing physical injury to the Tenant. Tenant hereby assumes all the risk of any such physical injury which results from the use, whether proper or improper, of the Facility. Tenant shall hold harmless and forever release, waive and discharge the Landlord, together with its directors, officers, agents and employees from any and all claims, suites, complaints and demands for personal injury or damage to Tenant's person or property as a result of the use of the Facility.

2.4 No Landlord Liability for Equipment. Tenant acknowledges that the equipment in the Facility is commercially manufactured and Landlord has no responsibility for the design, manufacture or use of such equipment. Landlord makes no warranty or representation of any kind respecting the equipment and specifically disclaims any implied warranties of merchantability of fitness for a particular use or purpose.

2.5 Release of Landlord from Liability. Tenant hereby releases Landlord and its officers and directors from any and all claims or liability arising out of or in any way connected with Tenant's use of the Facility.

3. VIOLATIONS

The Landlord may revoke or suspend the right of a Tenant to use the Facility upon giving Tenant written notice of such suspension upon the occurrence of any of the following:

3.1 Violation of any of the Rules and Regulations as may be in effect from time to time.

3.2 Conduct by the Tenant while in the Facility which in the reasonable opinion of the Landlord is detrimental to the pleasure, enjoyment or safety of other users of the Facility or to the general welfare and operation of the Facility.

3.3 Abuse of the Facility by Tenant.

3.4 Theft of any property belonging to the Landlord and/or any personal property belonging to any person using the Facility.

4. USE OF FACILITY

4.1 NO GUESTS. Tenant shall not invite or permit guests, family members or other non-tenants to use the Facility.

4.2 NO SMOKING. No smoking shall be permitted within the Facility.

4.3 NO ALCOHOL. No alcoholic beverages shall be permitted in the Facility.

4.4 NO GLASS. Glass containers shall not be permitted in the Facility.

4.5 DAY USE LOCKERS. Tenant shall use the lockers for day use only. There shall be no overnight storage of equipment or clothing. Tenant may not secure a locker for later use of that locker. Articles found at the athletic facility should be turned in to the Management Office.

4.6 EXERCISE CLOTHING. Appropriate workout attire must be worn at all times in the Facility. Tenant shall not loiter in the common areas of the building when dressed in exercise clothing.

5. MISCELLANEOUS

5.1 Applicable Law. Oregon State Law governs this Agreement.

5.2 Severability. If any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement will be valid and enforceable.

5.3 Integration and Amendment. This Agreement and the documents referred to in this Agreement constitute the entire Agreement between the Landlord and the Tenant and superseded all prior agreements between the parties. This Agreement may only be amended by a written amendment agreement. The Landlord shall not be bound by any oral agreements.

5.4 No Waiver of Rights. No waiver or any rights by the Landlord shall prevent the Landlord from future enforcement of its rights.

IN WITNESS WHEREOF, the Tenant has executed this Agreement this _____ day of _____ 20____.

TENANT:

Signature

Print Name

PELOTON WAIVER & RELEASE

BY USING THE PELOTON BIKE, PELOTON TREAD AND/OR PELOTON ACCESSORIES (COLLECTIVELY, THE “PELOTON EQUIPMENT”) AND/OR PARTICIPATING IN ANY PELOTON ACTIVITIES AND/OR CLASSES, EITHER ONLINE OR IN PERSON, YOU AGREE AND CONSENT TO BE BOUND BY ALL TERMS PRESENTED IN THIS WAIVER AND RELEASE.

Peloton Interactive, Inc. (“Peloton”) requires that all participants follow safety rules and instructions that are designed to protect everyone’s safety. However, you acknowledge that there is an inherent risk of injury when choosing to participate in fitness activities.

YOUR RESPONSIBILITY

You are solely responsible for determining whether you are physically and mentally fit and/or adequately skilled to participate in Peloton activities and/or classes and use Peloton Equipment. Risks from participating in Peloton activities and/or classes may be aggravated if you are pregnant, suffer from an underlying medical condition, take medication, smoke cigarettes, have a family history of coronary disease, or have recently suffered an illness, injury or impairment. Accordingly, it is your responsibility to consult a physician before undertaking any fitness activity. It is also your responsibility to determine, during your participation in Peloton activities and/or classes, whether you should discontinue your participation in such activities or take any other actions to protect your health or safety.

RIGHT TO USE

In addition, because Peloton captures its indoor exercise classes on video, audio and still images for broadcast to Peloton members across the internet, by participating in an indoor exercise class you grant Peloton permission to use some or all of your name, Peloton profile information, visual likeness, voice recording, graphics, photographs or other artwork and any other information you provide to Peloton or its employees or agents (such as instructors) (for simplicity, these items will be referred to as “Materials”) in one or more of its content, products and advertising, in any form or format now known or hereafter created, and distributed or made available throughout the world in perpetuity, without compensation to or further approval from you. If you do not want the Materials to be captured, published or broadcast for such uses, then you must choose not to participate in an indoor exercise class in any Peloton studio or location.

You understand and agree that Peloton shall be the exclusive owner of its products, content and advertising, including those containing the Materials, and that you are not entitled to any remuneration for such use. Aside from the use of Materials for the purposes referenced above, Peloton's use of personal information is governed by its Privacy Policy, accessible at www.onepeloton.com/privacy-policy.

WARNING OF RISK FROM FITNESS ACTIVITIES

Aerobic and other fitness activities such as indoor cycling, running, or jogging, plyometrics, yoga, floor and barre exercises, passive/resistive weight training, use of stair machines, treadmills, rowing machines, free weights, and other training devices are intended to challenge and engage the physical, mental and emotional resources of the participant.

Despite careful and proper preparation, instruction, medical advice, and conditioning, participation in fitness activities involves a risk of serious injury. All hazards and dangers cannot be foreseen. Depending on the particular activity, certain risks, dangers and injuries due to overexertion, lack of hydration, improper technique, ignoring safety precautions, failing to properly follow instructions, slips

and falls, unfamiliarity with the equipment and/or exercise, equipment failure, failure in supervision/instruction, premises defects and other risks inherent to the particular activity exist. Nonetheless, you hereby agree to assume all risks of your participation in Peloton activities and/or classes, whether known or unknown to you.

Depending upon a person's physical condition, age and/or skill level, fitness activities can involve a substantial risk of the following types of injuries, among others: (i) heart attack, stroke and circulatory problems, (ii) bone and joint injuries, (iii) back and neck injuries, (iv) shin splints, (v) muscle strain and other muscle injuries, (vi) foot problems, (vii) psychological injury, pain or suffering, (viii) disfigurement, (ix) temporary or permanent disability (including paralysis), (x) death or (xi) economic loss.

In addition, a very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear on Peloton Equipment. Seizures may have a variety of symptoms, including lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness. Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects. If you experience any of these symptoms, you should immediately stop exercising and consult a doctor.

MEDICAL EXAMINATION

It is the responsibility of all participants to have a complete physical examination by a medical doctor prior to beginning any activity. If a participant has, or has a history of, any of the conditions listed in the "YOUR RESPONSIBILITY" section of this document, he/she should consult a physician before participating in any fitness activity.

WAIVER AND GENERAL RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

You recognize and acknowledge that there are inherent risks of physical injury to participants in any fitness activities, including when using Peloton Equipment, and you voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that you may sustain as a result of said participation. As a material inducement for Peloton to permit you to participate in Peloton activities and/or classes, to use Peloton facilities or Peloton Equipment, you hereby, on behalf of yourself, your heirs, executors and assigns, fully, forever and irrevocably waive, release and hold Peloton, its shareholders, directors, agents, representatives, employees, consultants, affiliated companies, partners, and successors (collectively "Peloton Parties") harmless from any and all claims (including, to the extent permitted by applicable law, claims alleging negligence on behalf of any Peloton Party), injuries, damages or loss (including legal fees), present or future, foreseen or unforeseen, anticipated or unanticipated (collectively "Claims"), that you may have (or that accrue to you) against any Peloton Party, and generally release and discharge the Peloton Parties from any and all Claims, including but not limited to those involving: (i) participating in any supervised or unsupervised fitness activities, (ii) use of any fitness equipment, including Peloton Equipment, (iii) any loss or theft of personal property, and (iv) accidental injuries, such as "slip and fall" injuries on or outside of Peloton premises, and you hereby promise never to assert or assist any other party in asserting, any claims or causes of action against any Peloton Party in any matter that in any way relates to any Claims.

FOR PELOTON EMPLOYEES: VOLUNTARY PARTICIPATION

If you are a Peloton employee, you acknowledge and agree that your participation in Peloton activities and/or classes and your use of Peloton Equipment is purely recreational, voluntary and of your own

free will, and is not a condition or within the scope of your employment with Peloton (unless you are the Instructor designated by Peloton to lead the fitness activity in question). To the fullest extent permitted by law, in addition to the release in the preceding paragraph, you agree to fully release and discharge the Peloton Parties from all liability under any workers' compensation insurance plan and relinquish any right to sue the Peloton Parties in connection with any injuries, damages or loss, regardless of severity, that you may sustain as result of said participation.

By participating in any fitness activities and/or visiting Peloton premises you agree and acknowledge that you have read and fully understand the above important information, warning of risk, authorization, assumption of risk, and waiver and general release of all claims.

AUTHORIZATION: In the event of any emergency, you authorize Peloton to secure from any accredited hospital and/or physician any treatment deemed necessary for your immediate care and agree that you will be solely and personally responsible for payment for any and all medical services rendered and for the cost of travel to and from the place of medical treatment.

I represent that: (i) I am at least 18 years old, (ii) I meet Peloton's height and weight restrictions (as posted in the studio or made available by Peloton staff); and (iii) I have no health-related conditions that could affect my participation in Peloton activities and/or classes. I have read and fully understand the above important information, warning of risk, authorization, assumption of risk, and waiver and general release and discharge of all claims.

Participant's Name and Signature

Print Name: _____

Signature: _____

Date: _____