



# Exercise Facility Agreement and Release of Liability

12709 E Mirabeau Parkway, Building B, Suite 30,  
Spokane Valley, Washington 99216

1. In consideration for being allowed to use the Pinecroft Business Park Exercise Facility (“Facility”) and related equipment as a tenant or employee of a tenant, I do hereby **waive, release, and forever discharge Pinecroft, LLC and Leavitt Capital Companies, LLC, whose address is 12709 Building B, Suite 10, Spokane Valley, Washington 99216**, and each and all their officers, agents, employees, representatives, affiliates, subsidiaries and all others from any and all responsibilities of liability from injuries or damages resulting from my participation in any activities at, or use of the equipment in the Facility.
2. I understand and am aware that: **(i)** physical activities and the use of equipment are potentially hazardous activities; **(ii)** organized and informal sports and recreation activities involve a risk of injury, heart attack, and even death; and **(iii)** I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. **I HEREBY AGREE TO ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, AND I FOREVER RELEASE PINECROFT, LLC AND LEAVITT CAPITAL COMPANIES, LLC, FROM ANY RESPONSIBILITY.**
3. I further declare myself to be physically sound and suffering from no condition, impairment, disease, or other illness that would prevent my participation in exercise or my use of the equipment or cause sickness or injury to another. I acknowledge the advisability of consulting with my physician before engaging in exercise or sports activities and following his/her recommendations concerning fitness activities and equipment use. I acknowledge that I am responsible for my physical health and well-being and I assume all responsibility for my participation in exercise activities at the Facility.
4. I acknowledge and understand that Washington’s current public health measures related to the COVID-19 Pandemic require that: **(i)** facial coverings be worn during all indoor fitness activities; and **(ii)** that a minimum of six feet of physical distance must be maintained between myself, staff, and any other person utilizing the Facility. **I agree that I will at all times wear a facial covering and maintain six feet of physical distance while in the Facility, and that this distance will be increased when I, or others, are engaged in high-intensity aerobic activities.**
5. I acknowledge receipt of the key FOB designated below. I agree to not allow or to contribute to the making of any unauthorized copies and will not allow anyone else to use the key FOB designated below. In addition, I understand that there is a \$50.00 charge for a lost or stolen key FOB designated below.
6. **I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY. I INTEND THAT IT BE BINDING ON ME AND ON ANYONE (HEIRS, FAMILY, PERSONAL REPRESENTATIVES) WHO MAY CLAIM THROUGH ME ON MY BEHALF.**

Tenant Name: \_\_\_\_\_ Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

### PROPERTY MANAGEMENT for Pinecroft, LLC and Leavitt Capital Companies, LLC

Received by: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Printed Name)

Key FOB Number: \_\_\_\_\_