

Fitness Center Terms and Conditions

Information:

Name: _____ Suite #: _____

Employer or Affiliation to Building: _____

Address: _____

Email: _____

Telephone: _____ May MGEX text you? ____ YES ____ NO
(May be subject to fees from your cell carrier)

Registration:

Registration Fee: \$50.00 Paid (internal use only)

Locker:

Reserved Locker: ____ YES ____ NO Semi-Annual Fee: _____/_____ (internal use only)

Locker Number: _____

Name on Locker: _____ (if blank, text will read "Reserved")

I, _____, acknowledge that the Minneapolis Grain Exchange, LLC ("MGEX") is granting me a revocable license to access the Grain Exchange Fitness Center located in Suite 180 of the North Building. Use of this amenity is available on a first come, first served basis only.

PLEASE CAREFULLY READ THESE GRAIN EXCHANGE FITNESS CENTER TERMS AND CONDITIONS ("Terms and Conditions"). BY ACCESSING OR USING THE GRAIN EXCHANGE FITNESS CENTER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. MGEX RESERVES THE RIGHT TO CHANGE ANY TERMS OR CONDITIONS WITHOUT NOTICE, EFFECTIVE UPON THEIR POSTING. MGEX MAY IMPOSE LIMITS ON CERTAIN FEATURES AND SERVICES OR RESTRICT YOUR ACCESS TO PARTS OR ALL OF THE GRAIN EXCHANGE FITNESS CENTER WITHOUT NOTICE OR LIABILITY. MGEX MAY ALSO TERMINATE YOUR USE OF THE GRAIN EXCHANGE FITNESS CENTER AT ANY TIME IN ITS SOLE DISCRETION.

I ACKNOWLEDGE THAT MGEX IS PERMITTING USE OF THE GRAIN EXCHANGE FITNESS CENTER AS AN AMENITY AND IN CONSIDERATION FOR THE FEES OUTLINED BELOW TO ITS TENANTS, THE EMPLOYEES

OF ITS TENANTS, AND ANY SUCH OTHER PERSON MGEX IN ITS SOLE DISCRETION SHALL DETERMINE. IN CONSIDERATION FOR SUCH USE AND UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL MGEX, EMPLOYEES, AGENTS, OFFICERS OR ASSIGNS BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, LOST PROFIT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY DAMAGES THAT RESULT FROM OR ARE RELATED TO THE USE OR INABILITY TO USE THE GRAIN EXCHANGE FITNESS CENTER; OR THAT RESULT FROM MISTAKE, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECT, DELAYS IN OPERATION, OR ANY FAILURE OF PERFORMANCE. I ALSO HEREBY RELEASE MGEX, ITS EMPLOYEES, AGENTS, OFFICERS AND ASSIGNS OF ANY AND ALL RESPONSIBILITY OR LIABILITY FOR LOSS AND/OR DAMAGE TO MYSELF OR ANY OTHER PERSONAL PROPERTY, INCLUDING BUT NOT LIMITED TO: THEFT; ACCIDENT, FIRE; ACTS OF GOD; WEATHER; CONSTRUCTION; ETC. DURING THE COURSE OF ACCESSING THE GRAIN EXCHANGE FITNESS CENTER. I INDEMNIFY AND HOLD HARMLESS MGEX, ITS EMPLOYEES, AGENTS, OFFICERS, AND ASSIGNS AGAINST ANY AND ALL LOSS, COST OR DAMAGE INCURRED AS A RESULT OF ANY LIABILITY WHATSOEVER WITH REGARD TO MY USE OR ACCESS TO THE GRAIN EXCHANGE FITNESS CENTER.

I understand the following additional Terms and Conditions of my license to use the Grain Exchange Fitness Center:

1) I must pay an upfront and nonrefundable Registration Fee of \$50.00 payable to MGEX by cash or check prior to receiving access to the Grain Exchange Fitness Center; 2) I must sign up for and agree to the Key Fob Terms and Conditions including but not limited to providing basic employment or affiliation to the building information and having a photo taken; 3) I am solely responsible for any and all personal property I bring into the Grain Exchange Fitness Center; 4) I am healthy enough to participate in any activity I might engage in within the Grain Exchange Fitness Center; 5) I am solely responsible for contacting my physician or other medical professional to be cleared for physical activity; 6) I acknowledge that use of any and all exercise equipment in the Grain Exchange Fitness Center is at my sole risk; 6.1) I acknowledge that use of exercise equipment can result in injury up to and including death; 7) I acknowledge that there are locker rooms and shower facilities in the Grain Exchange Fitness Center and that surfaces may be slippery when wet; 7.1) I acknowledge that other people may use equipment, facilities, showers, lockers, and other surfaces and as such they may not be sanitary or may pose risk to me; 7.2) I agree to wipe down with provided cleaning wipes any equipment I may use; 7.3) I understand that food, gum, alcoholic beverages, tobacco products and glass are prohibited in the Grain Exchange Fitness Center; 7.4) I acknowledge that use of mobile devices and engaging in photography or videography is prohibited in the locker room;

8) I understand the MGEX may grant me access to a Reserved Locker and may charge me a fee for such access; 8.1) MGEX may revoke access to a Reserved Locker without notice and for any reason; 8.2) MGEX will charge me for access to a Reserved Locker in six-month (semi-annual) increments; 8.3) I am solely responsible for renewing a Reserved Locker and acknowledge that MGEX will not invoice me for such and that I must submit payment in advance to maintain my Reserved Locker; 8.4) I will not hold MGEX liable for any personal property I may keep in my Reserved Locker and I solely bear the liability of using a Reserved Locker; 8.5) I may select my Reserved Locker subject to change in MGEX's sole discretion; 8.6) If I fail to pay my semi-annual Reserved Locker Fee, MGEX may cut my lock and dispose of the entire contents of my Reserved Locker; 8.7) I am responsible for providing my own lock for my Reserved Locker; 8.8) Reserved Lockers are on a first-come first-served basis and MGEX may choose in its sole discretion to elect some lockers as Day-Use Lockers and therefore not eligible as Reserved Lockers; 8.9) MGEX may access all lockers including Reserved Lockers for any reason; 8.10) I acknowledge that there is no expectation of privacy for my Reserved Locker;

9) I will not allow under any circumstance any person to follow me into the Grain Exchange Fitness Center (otherwise known as tailgating); 10) MGEX may in its sole discretion provide Day-Use Lockers for individuals to use; 10.1) If I choose to use a Day-Use Locker I must provide my own lock; 10.2) I may only lock things in the Day-Use Lockers while I am physically present in the Grain Exchange Fitness Center; 10.3) If I leave the Grain Exchange Fitness Center or leave any items in a Day-Use Locker overnight, MGEX may cut my lock and dispose of the entire contents of the Day-Use Locker; 10.4) Day-Use Lockers are on a first-come first-served basis; 10.5) MGEX may access all lockers including Day-Use Lockers for any reason; 10.6) I acknowledge that there is no expectation of privacy for a Day-Use Locker; 11) subject to the Key Fob Terms and Conditions I will have access to the Grain Exchange Fitness Center via a key fob; 11.1) If I should lose my key fob MGEX may charge a replacement fee; 11.2) I may not share my key fob with any other person;

12) All text, photographs, images, illustrations, artwork, audio and video clips, design, software, graphic material, trademarks, service marks and trade names, and all intellectual property rights in and to such items (hereinafter“ Content”) constitute the sole and exclusive property of MGEX or licensors and content providers. 12.1) You are granted a personal, non-exclusive, non-assignable and non-transferable license to use the Content for non-commercial and personal, informational use only. 12.2) The following acts are additionally prohibited without MGEX’s prior written approval: copying of the Content or any portion, variations or derivatives thereof; reproduction, modification, creation of derivative works, display, performance, publication, distribution, dissemination, broadcast or circulation of any Content, in whole or in part (including without limitation, the display and distribution of the Content via a third party application or Web site); and disassembling, decompiling, reverse engineering or otherwise modifying the Content.

13) MGEX requests that you not impede or inhibit any other person from using and enjoying the Grain Exchange Fitness Center. Therefore, in using the Grain Exchange Fitness Center, you agree not to disrupt or interfere with the security of, or otherwise abuse, the Grain Exchange Fitness Center; 14) The Grain Exchange Fitness Center is provided on an “as is”, “as available” basis without warranties of any kind, and all such warranties, whether oral or written, express or implied, including warranties of merchantability and fitness for a particular purpose are hereby disclaimed and expressly negated; 15) any and all posted signs in the Grain Exchange Fitness Center are hereby incorporated into these Terms and Conditions.

I also understand that MGEX has the right to revoke my license to access the Grain Exchange Fitness Center and/or to any locker at any time. I understand my license is not assignable or transferable. This is not intended to be a bailment, nor shall a bailment be created hereby. MGEX’s failure to exercise any right contained herein shall not be deemed a waiver by MGEX. This is the entire agreement of the parties. Should any provision in these Terms and Conditions be found invalid or unenforceable for any reason, that provision shall be deemed severable from the terms and shall not affect validity or enforceability of the remaining provisions. These Terms and Conditions may not be altered by action, inaction or course of dealing between the parties. Disputes shall be brought in Minnesota state court in Hennepin County.

Signature: _____ **Date:** _____