



THE POINTE
HEALTH
CLUB

WELCOME TO THE POINTE HEALTH CLUB

The Pointe Health Club is an exclusive facility for the sole use of its members. In addition to state of the art cardiovascular and strength training equipment, the Health Club offers the following amenities:

Showers
Day-Use Lockers
Towel Service
Cycle Classes, Pilates Classes, Cardio Bandz & Boot Camp
Table Tennis

The Health Club is located in the south portion of The Pointe project. To enter the facility, please enter from the main lobby, pass the turnstiles and enter through the double doors. The Health Club is located to the left after you pass through the double doors and can be access by members through the use of a valid key card. The Health Club Hours are Monday – Thursday 5:30AM to 9:00PM and Friday 5:30AM to 8:00PM.

Membership is limited to project tenants and requires the completion of the attached membership application.

The Membership Fee is: \$35.00/month
The Enrollment Fee is: \$10.00 (one-time)
The Reactivation fee is: \$5.00
Your payment is due on the 1st of each month.

MEMBERS ONLY POLICY

The use of the Health Club is strictly limited to its members. Anyone that allows any non-member to enter the Health Club is subject to permanent cancellation of the right to us the facility and a forfeit of any remaining membership term.

MEMEBERSHIP CANCELLATION

You may cancel your membership at any time by filling out a cancelation request form. Cancellation is 30 days' notice. There are no refunds for paid memberships.

DAY-USE LOCKERS

The use of the lockers are limited to membership use while the member is working out. Any items that are left in the lockers while the member is not in the Health Club are subject to being removed and disposed by management.

We hope you enjoy the use of The Pointe Health Club. Please contact the Office of the Building at (818) 333-7000 with any questions or to schedule a tour.

EXHIBIT "A"

INFORMED CONSENT, RELEASE AND INDEMNITY

Facility Name: The Pointe Health Club
Address: 2900 West Alameda Avenue
Burbank, California 91505

I, _____, understand that I will not be allowed access to or permitted to use The Pointe Health Club (including, without limitation, its facilities, services and/or equipment) and/or the locker rooms serving the facility (collectively, "**Health Facilities**") unless I read, sign and deliver to Catalina Media Development, LLC ("**Owner**") this Informed Consent and Release.

I recognize and am fully aware that participation in the activities offered at the Health Facilities is strictly voluntary and acknowledge that some of the activities in which I will or may hereafter participate may be of hazardous nature and include strenuous physical exercise or activity. Recognizing this, I hereby certify that, to the best of my knowledge, I do not have any medical, physical, mental, or emotional health condition that would hinder or prevent my active participation in such activities and that I will not utilize the Health Facilities including without limitation participating in any physical exercise and/or other activities if I hereafter have any medical, physical, mental or emotional health condition that would hinder or prevent my participation in same or otherwise present a risk of harm to my health. I also agree to complete and sign a Physical Activity Readiness Questionnaire (PARQ) before participating in any exercise activities at the Health Facility.

In consideration of my request to participate in the activities offered at the Health Facilities, and Owner's permission to use the Health Facilities, I acknowledge and agree to the following:

1. I hereby knowingly and intentionally assume full responsibility for all risk of injury or loss which may result from my participation in the activities offered by The Pointe Health Club and use of the Health Facilities.

2. I agree to and will defend, indemnify and hold harmless from, and hereby do knowingly and intentionally release and forever discharge Catalina Media Development, LLC, and its affiliates, officers, managers, members, agents, insurers, attorneys, partners, employees and representatives, as well as any and all instructors (and their respective partners, officers, agents, employees, and other representatives of any of the foregoing), from any and all acts of claims, causes of action, damages, liabilities, losses and/or injuries (including, without limitation, illness and/or death) to person, property or otherwise, judgments, awards, attorneys' fees and costs arising from or related to or resulting directly or indirectly from (a) my access to and/or use of the Health Facilities as well as my participation in the activities offered by The Pointe Health Club and occurring during said participation, or any time subsequent thereto, and/or (b) acts and/or omissions of any other guest, invitee or other person using or accessing the Health Facilities or otherwise participating in the activities offered by The Pointe Health Club.

3. I represent and warrant to Catalina Media Development, LLC, its contractors and instructors, that the answers I have given in my PARQ (and in any PARQ hereafter provided) are true and accurate.

4. The terms of this Release will serve as a release and assumption of risk for me and my heirs, executors, and administrators and for all of my family members. If contractors and/or instructors

are utilized at the Health Facilities, they shall be covered by this release without regard to the nature of such contractors' or instructors' relationship, if any, to Owner.

5. Nothing herein shall be construed as a waiver of any rights or benefits which would otherwise be available under any applicable medical or Worker's Compensation insurance carried by or for the benefit of the undersigned participant.

6. Owner reserves the right to exclude anyone from the Health Facilities, for any reason, including but not limited to situations in which such person's continued use may be dangerous, any inappropriate behavior, or violations of rules which may be established from time to time.

PLEASE NOTE THAT OWNER STRONGLY RECOMMENDS THAT EACH PARTICIPANT HAVE SOME TYPE OF ACCIDENT MEDICAL INSURANCE FOR HIS/HER OWN PROTECTION AND OBTAIN A PHYSICIAN'S RELEASE FOR EXERCISE.

Date:	_____
Printed Name of Member:	_____
Signature of Member:	_____
E-mail Address :	_____
<i>(*Email will be used for notification purposes only and will not be shared with third parties.)</i>	
Membership or Identification Number:	_____
Company Name:	_____

FOR OFFICE USE ONLY	
Received By:	Date:

EXHIBIT "B"

THE POINTE HEALTH CLUB – RULES

1. No one may use these facilities before having signed and returned all required member registration forms, including the Informed Consent and Release. Additionally, a keycard with a picture on it or a keycard (without a picture) accompanied by a Driver's License is required for access to the facility.
2. No one under the age of eighteen (18) years is allowed on the premises.
3. No smoking, food, or alcohol allowed in the facility. Water and other liquids must be kept in sports bottles, or other appropriately covered containers.
4. No running, jogging, or horseplay.
5. Shirt and soft-soled athletic shoes must be worn on the exercise floor. No belt buckles or studded clothing.
6. Please be cordial to other members when using the equipment; no cursing, loud, or abusive language.
7. Read equipment safety and instructional signs carefully before using machines.
8. Use the equipment as it is intended to be used.
9. Insert weight pins fully into weight stacks. Do not use add-on weights or other objects and training aids unless provided by the facility and intended specifically for such use.
10. Keep head and limbs clear of weights and other moving parts. Do not drop weight stacks-return weights to starting position slowly.
11. Do not attempt any repairs or adjustments that are not part of the intended use of equipment.
12. Stop exercise if you feel weak, faint, nauseous, or unduly tired or uncomfortable.
13. Do not leave items in the day-use lockers following your workout. Items will be removed and discarded at member's risk and without liability on the part of Owner.
14. Please deposit all used towels into the appropriate receptacles.
15. Please wipe down sweat from the equipment immediately after use.

I, the undersigned, have read and have understood The Pointe Health Club Rules as written above. I promise to abide by these rules whenever I enter The Pointe Health Club facilities.

Date:	_____
Printed Name of Member:	_____
Signature of Member:	_____

EXHIBIT “C”

PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (PARQ)

For most people, physical activity should not pose any problem or hazard. PARQ is designed to identify the smaller number of adults for whom physical activity might be inappropriate or those who should have medical advice concerning the type, frequency, duration, and intensity of activity most suitable.

If your answer is “YES” to any of the following questions, Catalina Media Development, LLC will give you a Physician’s Release that must be completed and signed by your doctor and returned to facility management before you enter and use the facility.

1. Has your doctor ever said you have heart trouble?
2. Do you frequently suffer from pains in the chest?
3. Do you often feel faint or have spells of severe dizziness?
4. Has a doctor ever said your blood pressure was too high?
5. Has a doctor ever told you that you have a bone or joint problem such as arthritis that has been aggravated by exercise, or might be made worse with exercise?
6. Do you have an eating disorder such as bulimia or anorexia?
7. Is there a good physical reason not mentioned here why you should not follow an activity program even if you wanted to?
8. Are you over age 65 and not accustomed to vigorous exercise?

Please check the appropriate blank below. You and a witness must print and sign your names.

____ I have read and have understood the questions above and my answer to each is “NO”.

____ I have read and have understood the questions above and my answer to one or more is “YES”. I will return a Physician’s Release, completed and signed by my doctor, to management before entering and using The Pointe Health Club.

Date:	_____
Printed Name of Member:	_____
Signature of Member:	_____

EXHIBIT "D"

**THE POINTE HEALTH CLUB
PHYSICIAN'S RELEASE FORM**

Date: _____

Dear Doctor:

Your patient, _____, wishes to use The Pointe Health Club at 2900 W. Alameda Ave., Burbank, California. However, his/her answers on the Physical Activity Readiness Questionnaire (PARQ) indicate that a Physician's Release would be prudent. Please see the attached and completed copy of your patient's PARQ.

The Pointe Health Club includes a variety of cardiovascular and weight resistance machines. Although instruction personnel are available to answer questions about safe and proper equipment use and to provide program information, the facility and its staff are not responsible for personal instruction and/or personal supervision of members.

We would appreciate your reviewing your patient's PARQ, and making such other determinations as you deem appropriate in your professional judgment, and advising us below as to whether your patient is or is not approved to begin an exercise program.

Thank you for your prompt attention to this request.

Sincerely,

The Pointe Health Club

By: _____
(Owner Representative/Managing Agent)

To: The Pointe Health Club

My patient, _____, has my approval and is hereby released to begin an exercise program.

Dr.'s Signature: _____

Dr.'s Printed Name: _____

Date: _____ Telephone Number: _____