

Airport Tower

“the HUB”



18881 Von Karman Ave
Irvine, CA 92612

"the Hub" Fitness Center
18881 Von Karman Ave
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Miscellaneous Information

Address

18881 Von Karman Ave, Irvine, CA 92612

All inquiries can be made by calling 949.460.5380 or via email: airporttower@mullerco.com

"the HUB" F.A.Q.'s

Q. WHERE IS "the HUB" FITNESS CENTER LOCATED?

A. The Fitness Center is located on the lower level of Airport Tower and can be reached by either the stairway on the first floor of the building or the elevator from any upper level.

Q. WHAT ARE "the HUB" CENTER HOURS?

A. The hours are Monday through Sunday 5:00 a.m. - 8:00 p.m, excluding building and national holidays.

Q. WHAT IS THE COST TO PARTICIPATE?

A. Membership is free for all tenants and tenant employees of Airport Tower.

Q. WHAT EQUIPMENT AND SERVICES ARE AVAILABLE IN "the HUB" ?

A. We offer bikes, treadmills, stair machine, and rowing machines for cardiovascular/ aerobic fitness, and Nautilus exercise machines and free weights for strength training. Floor mats, stretch cords, large exercise balls, abdominal rollers, jump ropes and weighted balls (medicine balls) are available for your use in the Yoga studio portion of the center. In addition, our services include full shower and locker facilities. There are also beverage /food vending machines next to the Locker Rooms.

Q. CAN EMPLOYEES USE THE FACILITY ON THE WEEKEND?

A. Yes, the management has extended the hours to include Saturday and Sunday use of the Health Club between the hours of 5:00 a.m. and 8:00 p.m.

Q. WHO CAN BECOME A MEMBER?

A. Membership is restricted to the tenants of Airport Tower. All enclosed forms in this packet must be signed and returned for Amenity Center Access.

FITNESS CENTER-RULES & REGULATIONS

Airport Tower Fitness Center is intended to give Fitness Center Participants (hereinafter, "Participants") a clean and enjoyable place to exercise for general fitness purposes. These rules and regulations have been established to promote your enjoyment, and safety, when using the Fitness Center. We expect Participants to behave maturely, responsibly, and respectfully and therefore insist on your cooperation in observing these rules and regulations. We will not tolerate conduct or language that is improper, threatening, or hazardous, including but not limited to arguing, fighting, use of profanity, or indecent behavior and we reserve the right to suspend or even terminate Fitness Center access/privileges for failure to comply with these rules and regulations, or for any other reason.

RULES & REGULATIONS:

1. Access to the Fitness Center is controlled by coded keycard entry. If eligible, your building access card will be upgraded to provide Fitness Center access, during the Fitness Center hours of Monday-Sunday 5AM-8PM, upon acceptance of the terms of these rules and regulations and completing the Fitness Center Agreement.
2. Participants in the Fitness Center will be doing so at their own risk as detailed in the Fitness Center Agreement. Participants shall make no claims against or sue Owner or any Owner Parties, in connection or damage occasioned by or resulting from use of the Fitness Center, as detailed in the Fitness Center Waiver.
3. Attire:
 - a. Proper athletic attire must be worn at all times.
 - b. Tennis/athletic shoes must be worn at all times.
 - c. Absolutely no sandals, open-toed or open-backed shoes are permitted.
 - d. Shirts must be worn at all times.
 - e. No jeans or jean shorts allowed.
4. Food is not permitted in the Fitness Center. No gum is allowed. No smoking, vaping or use of tobacco products is permitted.
5. Water and Sports Drinks are permitted provided they are in a sealable, plastic container.
6. Radios, iPods, tape, and CD players are permitted if personal units equipped with headphones.
7. The Fitness Center and Owner are not responsible for lost or stolen items.
8. Participants are required to pick-up after themselves and discard trash and remove personal items.
9. For safety reasons, personal items, bags, and other items are to be stored in lockers only and not on the Fitness Center floor. Day use lockers are available in both the men's and women's locker rooms. All personal items must be removed daily upon completion of your workout. **ITEMS LEFT IN THE LOCKER ROOMS OVERNIGHT MAY BE REMOVED, AND THE CONTENTS DISCARDED.**
10. All participants are required to wipe down equipment after each use. Disinfecting wipes are provided.
11. Fitness Center Etiquette:
 - a. Use of chalk is not permitted.

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- b. Other participants must be allowed to “work in” between sets.
 - c. Return weights to the rack.
 - d. Weights may not be set against the wall, mirror, benches, or other equipment.
 - e. Weights may not be dropped on the floor or benches.
 - f. During busy times or whenever someone is waiting for a machine, observe the 30-minute limit on all cardiovascular equipment.
 - g. Wipe down equipment after each use.
12. Report damaged equipment to the Building Management Office immediately. Located on the fourth floor, Suite 400.
13. Report unsafe exercise or bathroom conditions to the Building Management Office immediately.
14. Building Management reserves the right to refuse service to any participant who violates any rule or regulation or engages in any verbal and/or physical abuse of Building employees or other participants.
15. The Fitness Center is to be used by authorized individuals only. Fitness Center access cards may not be shared. Anyone caught using someone else’s access card other than their own will be asked to leave the facility immediately. Further, this can warrant suspension or revocation of Fitness Center access for the Participant. Further, you may not use your access card to allow entry into the Fitness Facility by any other individual.

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USER RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

*** READ BEFORE SIGNING***

In consideration of being allowed access to and the right to use the gym, equipment, bathrooms, and other areas associated with the work out facilities located at 18881 Von Karman Ave, Irvine, CA 92612 (the HUB) I, the undersigned, acknowledge, appreciate, and agree that:

1. There are inherent risks in using gym facilities and in participating in activities related to the use of the Facilities. The risk of injury from the activities involved in using the Facilities is significant, including the potential for permanent paralysis and death. These risks are impossible to eliminate fully by even the most prudent and careful conduct on the part of OC Airport Owner, LLC, a limited liability company (“**Landlord**”). The following describes some, but not all, of the risks that are associated with your use of the Facilities: loss or theft of personal property; slips, trips, falls and other injuries while using the Facilities or equipment, workout equipment (such as treadmills, Stairmasters and the like), bathroom facilities, and stairs; misuse of equipment or Facilities, or failure of equipment or Facilities; accidents or other injuries involving the use of weight-lifting equipment and weights; the presence of other gym users and possible negligence or unruly behavior on their part which could cause you injury, and other risks not listed herein.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES** (defined below) or others and assume full responsibility for my use of the Facilities.
3. I willingly agree to comply with any terms and conditions for my use of the Facilities and to abide by all posted notices and rules governing general use of the Facilities. If I observe any unusual hazard during my use of the Facilities, I will bring such to the attention of Landlord. I expressly covenant that my use of the Facilities is of my own free will and I assume all risk associated with such use. I will not endanger others or myself while using the Facilities.
4. I have no physical or medical condition, which, to my knowledge, would endanger others or myself if I use the Facilities. I hereby consent to medical treatment, which may be deemed advisable in the event of injury, accident or illness occurring during my use of the Facilities. I hereby acknowledge that I am solely responsible for any hospital, medical or treatment costs arising out of any personal injury sustained by way of my use of the Facilities.
5. I hereby take action for myself, my executors, administrators, heirs, next of kin, representatives, successors and assigns, and all members of my family as follows and hereby agree to: (A) waive, release and discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may occur to me while using the Facilities, and covenant not to sue Landlord and its successors, assigns, affiliates, present and former direct and indirect owners, employees, managers, members, officers, directors, attorneys, agents and other representatives (“**Released Parties**”); and (B) defend, indemnify and hold harmless the Released Parties from any and all liability, claims, attorneys’ fees or other loss made or incurred by other Released Parties, that arise as a result of my negligent actions or inactions connected with my use of the Facilities.

I STATE THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AM LEGALLY COMPETENT TO SIGN THIS RELEASE OF LIABILITY, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.



GENERAL CLUBHOUSE RULES

Tenant shall faithfully observe and comply with the following rules and regulations for The Clubhouse (the "General Clubhouse Rules"). Landlord shall not be responsible to Tenant for the nonperformance of any of the General Clubhouse Rules by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building.

- Tenant is welcome to invite up to two (2) guests over the age of 18 to join Tenant in The Clubhouse, while accompanied by Tenant.
- Tenant and its guests' use the facilities provided in The Clubhouse at their own risk.
- Tenant and its guests must abide by all rules established for The Clubhouse as they may be amended from time to time, and Tenant is responsible for ensuring that its guests comply with all rules of The Clubhouse.
- Dogs and any other pets, except for service dogs, are not permitted in The Clubhouse.
- Days and hours of operation of The Clubhouse are Monday through Sunday 5 am to 8 pm.
 - Use of The Clubhouse facilities is not available during building holidays.
 - Facilities may be closed from time to time for maintenance, repairs and other purposes deemed appropriate.
- No illegal substances will be allowed at any time in The Clubhouse.
- Smoking, chewing tobacco, and using smokeless tobacco and electronic cigarettes are prohibited.
- Proper attire, decorum, and consideration of the comfort of others must be always observed.
- Loud or offensive language is not tolerated at any time.
- As a courtesy to other guests, headphones must be used when using personal devices such as smartphones, laptops, and tablets.
- To protect the value of membership by maintaining the highest level of cleanliness and order, Tenant and its guests are asked to refrain from placing feet on or reclining across The Clubhouse furniture.
- Equipment must be returned to its proper place after use.
- Tenant's insurance under Section 10.3.1 of Tenant's Lease shall specifically cover Tenant's use and occupation of The Clubhouse including without limitation the requirement to maintain liquor liability insurance with respect to any use of the beer taps installed in The Clubhouse and/or the consumption of any outside alcoholic beverages within The Clubhouse.
 - If Tenant's employees desire access to the beer taps, each employee must be issued a "Tap Key". Landlord will issue a Tap Key to an employee of Tenant provided that Tenant notifies Landlord in writing that such employee is authorized to use a Tap Key (an "Authorized Tap Key User"), such employee signs this General Clubhouse Rules agreeing to comply with the rules and regulations herein, and Tenant must have previously provided evidence of Tenant's liquor liability insurance to Landlord prior to Tenant's employees gaining access to the Tap Key.
 - Use of each Tap Key is only valid for the employee of Tenant to whom it is issued. Each Authorized Tap Key User's Tap Key may not be shared with or loaned to others.
 - Each Authorized Tap Key User shall comply with the rules and regulations relating to the use of the Tap Key and any outside alcoholic beverages brought into The Clubhouse (if applicable).

- Outside alcoholic beverages must be pre-approved by management and may require additional insurance requirements and/or the event to be bartended by a licensed business.
- All alcohol must be contained to The Clubhouse.
- All food and beverage consumed in The Clubhouse must be properly disposed of by Tenant in designated waste receptacles.
- Management reserves the right to amend the General Clubhouse Rules as it deems necessary.
- Violation of the General Clubhouse Rules and/or rules pertaining to use of the Tap Keys contained herein shall result in loss of access privileges at the discretion of Management.
- Tenant shall indemnify, defend, protect and hold Landlord, its agents, employees, contractors, and representatives, harmless from and against any reasonable and actual costs, claims, damages, theft, causes of action and liability (the "Claims") which may arise by reasons of any occurrence attributable to or arising out of Tenant's use or occupation of The Clubhouse, and the actions, inactions, negligence or willful misconduct of, or any violation of any of these rules by, Tenant, Tenant's employees, guests, or invitees, or any party acting by, through or under Tenant including, without limitation, any caterers, contractors, subcontractors and other parties hired by Tenant to provide services at The Clubhouse (collectively, the "Tenant Parties").

Tenant acknowledges that, if any of the Tenant Parties consume alcohol on the property owned by Landlord, Tenant is solely responsible for all damages suffered by Tenant and/or the Tenant Parties or that Tenant and/or the Tenant Parties may cause to third parties as a result of said consumption, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium. Landlord, its owners, operators, employees, agents, and servants are not responsible or liable for any damages to Tenant, Tenant Parties or third parties that result from the consumption of alcohol by Tenant Parties or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

Airport Tower Fitness Classes and Personal Training

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Release & Waiver

The undersigned intends to voluntarily make use of the facilities, equipment and services or activities as it pertains to any and all fitness classes and/or personal training at Airport Tower (hereinafter the "Facilities"). The undersigned agrees that these Facilities are provided without representation or warranty, and that any use of the Facilities and/or participation in any activities in, on or about fitness classes and/or personal training carries a risk of personal injury, and hereby expressly agrees that all exercises and USE OF SUCH FACILITIES SHALL BE UNDERTAKEN AT THE UNDERSIGNED'S SOLE RISK and that the owner of said Facilities, OC Airport Owner, LLC and/or the agents or employees thereof, and any companies related to them as well as their contractors, directors, employees and representatives (hereinafter collectively the "Released Parties") shall not be liable for any claims, demands, injuries, damages, actions or causes of action whatsoever to the undersigned or the undersigned's property arising out of or connected with the undersigned's fitness class participation, personal training and use of the Facilities, and the undersigned does hereby expressly release and discharge the Released Parties therefrom and shall hold them harmless from and against all such claims, demands, injuries, damages, actions or causes of action. The undersigned grants permission for the undersigned's images to be used for the purpose of OC Airport Owner, LLC promotional material and publications and waives any rights of compensation or ownership thereto. The undersigned's signature verifies that the undersigned has read, understood and accepted the terms of this release and waiver agreement.

Airport Tower Enrollment and Acknowledgment Form

Company Name:	_____
Suite #	_____
Employee Name:	_____
Building Access Card #	_____
Email Address:	_____
Supervisor's Name and Phone #	_____
<u>Emergency Contact Information</u>	
Name:	_____
Relationship:	_____
Direct Phone #	_____

All fields are required. Please complete, check the acknowledgements and sign/date below.

- I have fully informed myself and acknowledge The Hub Fitness Center Rules and Regulations.
- I have fully informed myself and acknowledge the General Clubhouse Rules.
 - I acknowledge that, should I consume alcohol on the property owned by OC Airport Owner, LLC, I am solely responsible for all damages suffered by myself or that I may cause to third parties as a result of said consumption, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium. OC Airport Owner, LLC, its owners, operators, employees, agents, and servants are not responsible or liable for any damages to me or third parties that result from the consumption of alcohol by myself or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.
- I state that I am eighteen (18) years of age or older, have carefully read the User Release of Liability and Assumption of Risk Agreement, fully understand its terms, and understand that I have given up substantial rights by signing it, am legally competent to sign this release of liability, and sign it freely and voluntarily without any inducement.
- I have read, understood, and accepted the terms of the Airport Tower Fitness Class and Personal Training Release and Waiver agreement. I expressly agree that my participation in any fitness class or personal training is at my sole risk, and that I will be solely responsible for my use of the Facilities.

Signature: _____ Dated: _____