



PLAZA
OF THE
AMERICAS
DALLAS ARTS DISTRICT

1

Fitness Center Membership Guide

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General Information

Location

Plaza of the Americas Fitness Center
Garage Level 12, Suite 1260
Phone: 214-220-3300

Facility Hours

Daily 5:00am – 10:00pm
Exterior Courts to close at Dusk

Contacts

General Information and Memberships:
Plaza of the Americas Management Office
600 N. Pearl St. Suite 202
Dallas, TX 75201

Janey Gonzales, Property Services Coordinator
214-220-3300
jgonzales@mmprop.com

Angela Campbell, Assistant Property Manager
214-220-3313
acampbell@mmprop.com

Lana Hathcock, Senior Property Manager
214-220-3311
lhathcock@mmprop.com

Emergency Procedures

- Assist the injured person as effectively as possible.
- Call 911, then Security 214-220-3333 to alert them of the situation.
- Security to meet the ambulance personnel and lead them up to the Fitness Center.
- Security to complete incident report for Property Management.

Emergency Contacts

Security Emergency Line	214-969-0099 – USE ONLY IN TRUE EMERGENCY “Mr. Hopkins line”
North Tower	214-220-3333
South Tower	214-220-3332
Security Director	214-220-3316
Security Supervisor	214-220-3331
Management Office	214-220-3300
Emergency Police/Fire	911

Membership Information

- Membership is exclusive to current Plaza of the Americas tenants and their on-site employees. Neither guests nor family members are allowed to use the facility at any time.
- Proof of employment address must be provided at time of purchase or renewal.
- **Admittance into the Fitness Center requires members to use their building access badge.** Access will be granted within 12 hours of enrollment & membership is paid in full.
- Members are required to carry their access badge at all times while visiting the Fitness Center.

Membership Fees *(subject to change)*

- \$ 25 **One Time Activation Fee**
- \$ 75 6 Month Membership
- \$ 125 12 Month Memberships

Membership Policy & Payments

- The Membership Fee is non-refundable.
- Tenant employees to enroll at the Management Office: South Tower, Suite 202.
- **Paper checks** are the only form of payment accepted at this time & are due at the time of enrollment **Payable to POTA JV, LLC.** or to such other address as Owner may direct from time to time.
- **Membership will cancel automatically unless renewed 30 days prior to end date.**

Membership to the Fitness Center includes the use of equipment listed below, tennis & basketball court, walking track, group fitness room and also daily use of lockers, bath & workout towels, and shower essentials (shampoo, conditioner & body wash.)

Strength Equipment

- Multi-Press
- Lateral Mid Row
- Pectoral Contractor
- Bicep/Tricep
- Abdominal/Back
- Leg Extension
- Leg Curl
- Inner/Outer Thigh
- Leg Press
- Assisted Chin/Dip

Cardio Equipment

- 4 Treadmills
- 3 Elliptical Suspension Trainers
- 3 Recumbent Bikes
- 1 Stair climber

Fitness Center Membership Enrollment Form

Date
Name
Employer
Tower & Suite
Direct Phone
Cell Phone
Email Address
Building Access Card #
Driver's License #
Male or Female <i>(for Locker Room Access)</i>

**Building Access Cards forms may be obtained from your Office Administrator. Admittance into the Fitness Center requires members to use their building access badge.*

Membership Fees *(subject to change)*

\$ 25- One Time Activation Fee

\$ 75- 6 Month Membership

\$125- 12 Month Membership

Membership Policy & Payments

- The Membership Fee is non-refundable.
- Tenant employees to enroll at the Management Office: South Tower, Suite 202.
- **Paper checks** are the only form of payment accepted at this time & are due at the time of enrollment **Payable to POTA JV, LLC.** or to such other address as Owner may direct from time to time.
- **Membership will cancel automatically unless renewed 30 days prior to end date.**

FOR BUILDING USE ONLY

Member #	
Method of Payment:	
Check #	Amount:
Fitness Membership for	Badge Complete

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT

I, _____, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, hereby state, acknowledge and agree as follows:

1. I am an on-site employee of _____, a tenant in the _____ Tower, Suite _____ at Plaza of the Americas, and I am hereby authorized by my employer to use the fitness center located at Garage Level 12, Suite 1260, Dallas, Texas 75201 (the "Fitness Center").
2. I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in all activities associated with and available at the Fitness Center (the "Activities"). Under certain circumstances, adopting an exercise program has some inherent risks. A medical examination is encouraged prior to starting an exercise program.
3. I consent to receive any medical treatment deemed advisable during my participation in the Activities.
4. I will not invite, encourage or allow the use of the Fitness Center by any person other than another on-site employee of a Plaza of the Americas tenant, who has been authorized to so use the Fitness Center.
5. The Fitness Center shall be unmanned and unsupervised. Any and all employees or agents of POTA JV, LLC (the "Building Owner") who may be present at any time in the Fitness Center are not trained or authorized to provide health, fitness or medical assistance or advice.
6. I assume full responsibility for my use of the Fitness Center at my sole risk and shall abide by the rules and regulations for the use of the Fitness Center.
7. I, for myself, my heirs and representatives, hereby agree to indemnify, defend, release, discharge and hold harmless the Building Owner and its owners, managers, members, contractors, officers, employees and agents, and each of their respective owners, managers, members, contractors, officers, employees and agents, from any and all claims, causes of action, liability, cost of defense (including attorneys' fees) arising from any injury to me, theft of my property or any other loss or damage occurring in the Fitness Center or resulting in any manner from the Activities or the use of the Fitness Center thereof. ALL INDEMNITIES, RELEASES AND OBLIGATIONS TO DEFEND CONTAINED IN THIS PARAGRAPH WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

8. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.
9. I understand, acknowledge and agree (a) that the contagious nature of Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing and wearing face coverings, (b) that Building Owner has put in place reasonable preventative measures to reduce the spread of Coronavirus/COVID-19 and other viruses and illnesses, (c) that Building Owner cannot guarantee that I will not become exposed to or infected with Coronavirus/Covid-19 or any other virus or illness while using Building Owner facilities or equipment, (d) that the risk of exposure to Coronavirus/COVID-19 and other viruses and illnesses is inherent and unavoidable with regard to the activity of visiting and working out in a fitness center or similar facility, (e) that this risk may result from the actions, omissions, or negligence of myself and/or others, including, but not limited to, Building Owner staff, members, clients, guests, and others using or visiting Building Owner facilities, (f) to voluntarily seek services provided by Building Owner and acknowledge that by doing so I am increasing my risk of exposure to Coronavirus/COVID-19 and other viruses and illnesses, and (g) that I must comply with procedures to reduce the spread or Coronavirus/COVID-19 and other viruses and illnesses at the Fitness Center. For my protection and the protection of others, in consideration of being granted access to the Fitness, and knowing that Building Owner and its staff, members, clients, guests, and others will act in reasonable reliance on the truth of my statements herein, I represent, warrant, and attest that as of the date hereof **and each time I enter the Fitness Center**: (i) I am not experiencing any symptom of illness, including but not limited to cough, shortness of breath or difficulty breathing, fever, chills, shaking, muscle pain, headache, sore throat, or loss of taste or smell, (ii) I have not traveled internationally within the last 14 days, (iii) I have not traveled to a highly impacted area within the United States of America in the last 14 days, (iv) I have not been exposed to anyone with a suspected and/or confirmed case of Coronavirus/COVID-19 or any other contagious disease or illness in the last 14 days, (v) I have not been diagnosed with Coronavirus/Covid-19 or any other contagious disease or illness (unless I have also been cleared as non-contagious by public health authorities after being so diagnosed), and (vi) I have been following and will continue to follow all applicable guidelines relating to the prevention of disease and prevention of the spread of disease issued by the CDC and by the public health departments/officers of the cities, counties and states in which I work, live, and visited within the past 14 days, and in which the Fitness Center is located. On behalf of myself, my family members, my heirs, representatives, and successors, I hereby willfully and voluntarily acknowledge and accept the risks of being present at and using the Fitness Center and being near others using the Fitness Center, and to the maximum extent permitted by law waive, release and agree to hold Building Owner and its employees, agents, members, partners and contractors harmless from any and all causes of action, claims, demands, damages, costs, expenses and compensation for injury, illness, damage or loss to myself and/or property that may be caused by any act or failure to act (including ordinary negligence) of Building Owner or its employees, agents, members,

partners and contractors, or that may otherwise arise in any way in connection with any services received or my presence at the Fitness Center. I understand that this liability release and waiver supplements and does not replace or reduce any liability release and/or waiver I have previously agreed to.

10. **ALL INDEMNITIES, WAIVERS AND RELEASES HEREIN WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR THE BENEFIT OF THE BENEFICIARY THEREOF, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH BENEFICIARY, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED UPON OR ALLEGED AGAINST THE BENEFICIARY.**

Name _____ Date of Birth _____

Signature _____

Address _____

City _____

State _____ Zip Code _____

Date _____

Fitness Center Operation Policies & Procedures

Disclaimer

The purpose of these policies is to provide guidelines for the users of the Fitness Center facility. Our goal is to create a safe and enjoyable environment for participants of the Fitness Center. The use of the Fitness Center is a privilege and individuals not cooperating with established policies may be asked to leave or may have their privileges revoked. POTA JV, LLC reserves the right to make judgment and the final decision on policies not covered in this operation manual.

Code of Conduct

In order to maintain a high level of service to our users, the Fitness Center enforces a Code of Conduct that all participants must follow. The POTA JV, LLC staff appreciates your cooperation in creating a friendly and positive environment for wellness opportunities in all areas of our facility. Participation in all programs and recreation at the Fitness Center is a privilege. All users who participate in activities or who utilize the Fitness Center facility agree to abide by the following Code of Conduct.

Participants are expected to:

- Members are responsible for their own access to the fitness center and locker rooms.
- Members may not grant access to the facility to any other person(s).
- Building Security cannot grant individuals access to the fitness center.
- Not disrupt the actions of other members.
- Not harass other members.
- Not perform negligent, abusive, or exploitive acts to another member.
- Will not falsify any documentation or communication pertinent to business or membership within the premises.
- Not steal or aide in the stealing of Fitness Center property.
- Will not use or be under the influence of alcohol, or any other unauthorized controlled substance within the Fitness Center.
- Treat the POTA JV, LLC Staff and facility with respect.
- Act with character and courtesy while respecting the rights, welfare, and dignity of all others in the Fitness Center facility.
- Refrain from vulgar language and offensive conduct. Such language that is deemed offensive to others will not be tolerated.
- Adhere to the rules and policies included in this document and set by the Fitness Center and POTA JV, LLC.
- Act in a safe, responsible manner regarding themselves and others.

Participants engaging in inappropriate behavior or violating Fitness Center policies may be subject to have their privileges of membership revoked without reimbursement of paid membership fees.

Assumption of Risk

The Fitness Center operates on an “exercise at your own risk” policy. The use of the Fitness Center facility and is completely voluntary. Each individual utilizing the facility assumes the risk for any harm or injuries sustained. POTA JV, LLC does not assume any responsibilities for injuries incurred through participation in its programs and/or services in or outside the facility. However, all injuries should be reported to Security and/or Management Office immediately and an accident report completed by Security personnel. It is strongly advised that participants use caution and be aware of potential health risks associated with exercise, and to obtain a physical from a physician before beginning an exercise program. It is strongly recommended that every participant of the Fitness Center activities be covered by a health and accident insurance policy.

Access/Entrance/Exit

The Fitness Center is accessible by the main entrance doors and the Exterior Court Area accessible by a separate entrance at the end of the hall. All doors are secured at all times and allowing only authorized individuals to enter including Members, POTA JV, LLC staff and authorized vendors.

Please note: you MUST swipe your card at these locations at ALL times:

- Main Entrance to the Fitness Center
- Exterior Court Area Entrance & Exit
- Women’s Restroom/Locker Room

The access badges are linked to the Plaza of the Americas tenant access badge system and are non-transferable. They are ONLY to be used exclusively by the individual named on the access badge. Any individual who presents a card other than the rightful user may be subject to loss of privileges to use the facility. Building Security cannot grant individuals access to the fitness center. POTA JV, LLC staff and security reserve the right to check identification at any time. Individuals who are not members, suspended or expired members will not have access into the Fitness Center facility. Immediate removal and suspension from the Fitness Center will be issued to any individual who misuses a valid access badge. Cooperation for presenting proper identification is expected at all times. Entry and exit of the Fitness Center must always be through the designated doors. Individuals entering or exiting through non-designated doors are subject to disciplinary action.

General Policies

Use of the Fitness Center is reserved exclusively for Plaza of the Americas tenants and their on-site employees.

- Members using the facilities are required to read & sign a Waiver of Liability, which will be held on file with the Management Office.
- The Ownership/Management is not responsible for accidents or injuries caused in connection with the use of the Fitness Center & equipment.
- No one under the age of 18 is permitted to use the fitness equipment.
- No bicycles, skateboards or scooters are allowed in the facility.
- Only service animals are allowed in the facility. All other pets are strictly prohibited.
- **Pictures/videos may NOT be taken inside the Fitness Center including the Equipment Room, Group Exercise Room, Locker Rooms, and Restrooms.**
- Use of Exterior Courts and Group Exercise Room, are on a first come first serve basis.

- Spitting in the common areas or activity areas such as courts, track, etc., is not permitted.
- Personal items should not be left unattended, placed on the floor or on equipment; please use the provided locker rooms. Personal items are not the responsibility of POTA JV, LLC or Management Office.
- Do not hold equipment for other members that are not present.
- Facility wide audio system: music selections made by POTA JV, LLC staff only; personal music will not be played on the public audio system at any time.
- Television use: The stations to be changed by POTA JV, LLC staff only.
 - Group Exercise - DVD/VHS Player for use of exercise/ instructional videos ONLY
- All members are expected to wipe the equipment with the provided Gym Wipes after use.
- All areas and equipment within the Fitness Center shall be used for the intended purposes.
- It is requested that members report any concerns about the facility and/or equipment to the Management Office as soon as possible.

Accidents/Injuries

Please contact the Security 214-220-3333 and/or Management Office 214-220-3300 should an accident and/or injury occur. Security must fill out an incident report and furnish the report to the Management Office.

American Disability Act (ADA) Statement

POTA JV, LLC encourages use of the facility by individuals with disabilities. If you are an individual with a disability who requires accommodation in order to use the facility, please contact the Management Office in advance at 214-220-3300 or email jgonzales@mmprop.com.

Alcohol and Other Drugs

The Fitness Center is a substance free facility. Use of alcohol, illegal drugs, and tobacco (this includes smokeless tobacco) are not allowed and use of such items in the Fitness Center will result in removal from the facility and further disciplinary action as deemed appropriate by the Management Office.

Attire and Footwear

The Fitness Center is a positive, healthy environment. It is expected that all users dress appropriately. Non – Black, soft soled, closed toe athletic shoes must be worn in the Fitness Center; preferably a pair of clean, dry shoes not used outdoors (dedicated shoes.) Belts, metal zippers, studs, etc. are prohibited as they may damage exercise equipment and pose a risk to injury. Jewelry which may cause equipment damage or pose a risk of injury should be removed, users may be asked to remove items that pose a danger to self or others.

Cell Phones

Use of cell phones, tablets and laptops is not allowed in locker rooms or while using equipment. Cell phones are allowed, however out of respect for others, we ask that if you must take a call please step into the hallway. **Use of cell phone cameras is strictly prohibited in all areas of the Fitness Center.**

Damages

Participants using the Fitness Center facility and equipment assume the liability and agree to pay for any damages that occur as a result of misuse or damage other than normal wear and tear.

Ejection/Suspension

Failure to follow the Fitness Center policy will result in ejection from the facility. Upon ejection, the individual will remain suspended until a date determine by the Management Office.

Food and Beverages

Food is not permitted in the Fitness Center.
Water and sports drinks in closed containers are allowed.
Glass containers are prohibited at all times.

Locker Use

Lockers are available for use on a first-come, first serve basis for all members at no charge. Members may bring their own lock and use the lockers while in the facility, NO PERMANENT LOCKS allowed on lockers. All items must be removed from the lockers each day. Items not removed will be collected by POTA JV, LLC staff. These items will be kept for 1 month and items not claimed will be given to charity. See Lock instructions on Page 14.

Lost and Found

Lost and found items should be turned into the Management Office. Any inquiries about lost and found items may be made at the Management Office. Items that are not claimed after 30 days will be given to a charity. POTA JV, LLC is not responsible for lost or stolen items.

Solicitation

Solicitation is strictly prohibited in the Plaza of The Americas.

Towels

Towels are provided to the members of the Fitness Center at no additional charge. Tenants are expected to use the provided Gym Wipes, not a towel to wipe down machines after use. There is a two towel limit per visit. Sport and Bath Towels are located in the Equipment Room for your convenience, please return used towels to designated towel drop located in the locker rooms.

Area Specific Policies

Equipment Room

- Please wipe down the machine when finished, including the seat and hand rails with the provided Gym Wipes.
- Please limit your workout to 30 minutes if someone is waiting for a machine.
- Please report broken/damaged equipment to the Management Office.

Group Exercise Room

- First Come, First Serve for floor exercise, group fitness and yoga.
- Remove all items including personal exercise videos and turn off TV when finished.

Basketball/ Tennis Court

- Dedicated, closed toed shoes are required to be worn at all times. Only athletic court or running shoes are allowed. Sandals, open toed shoes, boots, turf/spiked shoes and hard-soled shoes are not permitted.
- Hanging on the rims or nets is not permitted.
- No kicking or throwing of equipment towards the walls and/or track. Equipment should be used only for the intended purpose.
- Tennis net will be moved or taken down by POTA JV, LLC staff only.
- Members are not to turn on the lights or tamper with the panel boxes; requests or problems with lighting MUST be referred to the Management Office.
- Scheduling: First Come, First Serve for recreational use.

Running/Walking Track

- Dedicated, closed toed shoes are required to be worn at all times. Only athletic court or running shoes are allowed. Sandals, open toed shoes, boots, turf/spiked shoes and hard-soled shoes are not permitted.
- Use the track in a counter clockwise direction and give ‘right of way’ to people passing on the track.
- Skateboards, bikes, rollerblades are not permitted in the facility at any time.
- Throwing of objects is not permitted. (Balls, sticks, etc.)
- The track is not an observation area; please do not stand on or block the lanes of the track.
- Stretching and warm-up exercises are to occur off the designated track.

Harassment Policy

Harassment in any form hinders a member’s ability to function and participate within the Fitness Center. Likewise, harassment is in violation of every member’s ability to participate to their full potential within the Fitness Center. As a result, harassment in any form will not be permitted within the Facility. All reported and observed cases of suspected harassment will be investigated promptly.

Harassment Defined: Harassment in any form will be defined as follows:

- ✓ *Sexual Harassment:* This includes any unwelcome sexual advances, requests for sexual favors, or any other physical or verbal conduct that impedes a members or POTA JV LLC staff participation within the facility.
- ✓ *Discriminating against race and beliefs:* Physical or verbal conduct that impedes a member or POTA JV, LLC staff participation within the facility. No such acts discriminating a person’s race, color, creed, religion, ethnicity, ancestry, gender, sexual orientation, age or disability will be permitted on the Plaza of the Americas property. Such acts create a demeaning, intimidating, and threatening environment for a victim.
- ✓ *Other:* Any perceived act that creates a hostile environment for any person within Plaza of the Americas in which their participation is altered will not be tolerated.

Complaint Procedure:

Complaints can be submitted a number of different ways. All reports will remain autonomous for confidentiality/security of victim:

1. Send complaints via email to les.varner@alliedbarton.com cc: jgonzales@mmprop.com
2. Call the shift Security Supervisor at 214-220-3331.

Depending on severity of incident, further investigation may be needed for clarity. Each case will be handled promptly and proper measures will be taken by management to ensure a safer environment for the alleged victim to enrich their quality of life to its fullest potential.

Facility Tours

Groups or individuals may contact the Management Office at 214-220-3300 to establish an appointment for a tour. Tours will be conducted by POTA JV, LLC Staff. Use of the facility is not included with a tour. Individuals who are interested in a membership will be able to tour the facility Monday – Friday 8am – 4pm Excluding Building Holidays.

