

BUILDING : _____

TENANT NAME : _____

SUITE NO. : _____

I hereby agree that my use of the building fitness center facility (the "Fitness Center") shall be expressly subject to the following acknowledgements and terms and conditions:

1. I realize that exercise and the use of the Fitness Center facilities and equipment can result in injury and other adverse physiological effects.
2. I realize that the Fitness Center does not have an attendant or supervisor and that the Owners (defined herein) do not represent that their employees, personnel or agents have expertise in diagnosing or treating medical conditions. I realize that there may be video cameras in the work out room that are recording activities for safety reasons but are not being monitored.
3. I agree to use the Fitness Center entirely at my own risk. I will not hold Brookfield Properties Corporation nor the building's managing agent (including any of their successors or assigns, the "Owners") or any officer, employee or agent of the Owners responsible for injury or other adverse physiological affect, of whatever nature whatsoever, resulting from exercise, use of the Fitness center facilities or equipment, or the actions or conduct of others in the Fitness Center.
4. I waive and release any and all causes of action, claims, demands, damages, and liability whatsoever that I or my representative may have now, or in the future against, the Owners, or any officer, employee or agent of the Owners, relating to exercise, use of the Fitness Center facilities or equipment, or the actions or conduct of others in the Fitness Center and I agree to indemnify and hold such entities and persons harmless from any such actions, claims, demands, damages and liability. I or my representatives will not file a lawsuit or any other kind of complaint or action against the Owners or any officer, employee or agent of the Owners, concerning such cause of action, claims, demands, and liabilities whatsoever.
5. All personal property that I may bring into the Fitness Center shall be brought in at my own risk, and the Owners or any officer, employee or agent of the Owners shall not be liable for any damage thereto or for the theft or misappropriation thereof.
6. I have read the Rules and Regulations and agree to follow the rules and regulations (subject to revision) created by the Owners with respect to my use of the Fitness Center.

Signatures & Release of Claim

Employee Data

Signature

Print Employee Name

Email Address of Person Signing the Waiver

Access Card/Phone Number

Tenant Contact Representative Data

Signature

Print Tenant Contact Name

Date Authorized

(signature confirms individual is a current employee)