



JL PROPERTIES, INC.
REAL ESTATE DEVELOPMENT & MANAGEMENT

JL Tower Fitness Center

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

NAME: _____ TENANT/ EMPLOYER: _____
SUITE #: _____ CELL PHONE: _____

I am voluntarily signing this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (this “**Agreement**”) in consideration of the use of the JL Tower Fitness Center (the “**Fitness Center**”) upon the terms and conditions set forth in this Agreement. The Fitness Center is owned and operated by JL Office Tower, LLC (the “**Owner**”). The “**Released Parties**” as used herein means, collectively, the Owner and its respective agents, owners, members, officers, employees, independent contractors, related and parent or subsidiary companies, affiliates, successors, and assigns and all other persons or entities acting in any capacity on their behalf.

1. **Use; No Supervision.** The Fitness Center shall be used only by such tenants and the employees of such tenants who have signed a copy of this Agreement. NO GUESTS, FAMILY MEMBERS OR CHILDREN ARE PERMITTED IN THE FITNESS CENTER. I acknowledge and understand that the Fitness Center is unattended at all times and no instruction, supervision, or direction regarding use of the Fitness Center, or the facilities or equipment located therein, shall be provided.
2. **Inherent Risks.** I acknowledge and understand that using fitness facilities, equipment and participating in physical exercise involves inherent risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand that such inherent risks simply cannot be eliminated from the use of fitness facilities or from participating in physical exercise and I acknowledge that I am choosing to use the Fitness Center despite these risks. **I acknowledge and understand that I am ultimately responsible for my own safety while using the Fitness Center.**

I specifically acknowledge that the inherent risks associated with use of the Fitness Center include but are not limited to: bodily harm caused by physical activity including, but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks and injury to bones, joints, or muscles; injuries related to overexertion, improper technique, ignoring safety precautions, failing to follow Fitness Center Rules and Regulations, unfamiliarity with the equipment and/or exercise activities, equipment failure; slips, trips and falls, which can result in serious injury or death; injuries resulting from defects or conditions with the Fitness Center’s facilities or equipment; injuries which may occur as a result of use of exercise equipment or facilities which may malfunction or break; injuries due to the improper maintenance of the equipment or facilities; the fact that strenuous physical activity should not be participated in by persons with heart or cardiovascular ailments; physical contact with, or the actions of, other users of the Fitness Center; dropping weights or other equipment or being in the area of weights or equipment as they may be dropped or misused; improper use or failure of equipment; strains, sprains, and fractures; aches and pains; and naturally occurring human disease processes (including, but not limited to, COVID-19) which may exist in all environments including the Fitness Center.

I represent that I am voluntarily entering and using the Fitness Center with full knowledge of all potential dangers involved, and I further understand that the Fitness Center is unattended at all times and there will be no staff or instructors monitoring or supervising activities within the Fitness Center.

3. **Express Assumption of All Risks.** I understand and assume all inherent risks, known and unknown, that are or may be associated with use of the Fitness Center, including serious accident, damage, injury, illness, death, or loss, including without limitation, property damage, bodily and personal injury, mental or physical condition or death to myself and others for whom I am responsible. Despite these inherent risks, I voluntarily agree to use the Fitness Center's facilities and equipment. I understand that use of the Fitness Center can involve a range of risks, only some of which are outlined above. I acknowledge and understand that injuries I may sustain while using the Fitness Center and any defects or conditions in the Fitness Center's facilities or equipment may be the result of the *NEGLIGENT acts or omissions* of the Released Parties.
4. **Release and Waiver of All Claims, Including Claims for NEGLIGENCE.** In consideration for use of the Fitness Center, I hereby voluntarily release, forever discharge, waive, and agree to indemnify and hold harmless the Released Parties *from any claims, demands, causes of action, liability, or injuries, of any kind, including death*, by myself, my heirs, assigns, personal representative, my estate, or my family, including claims for loss, expense, damages, punitive damages, attorney fees, loss of companionship, or support of family, occurring during, or as a result of my use of the Fitness Center. It is my intent to release all liability *including any claims which arise out of or allege NEGLIGENCE acts or omissions of the Released Parties, including NEGLIGENCE acts or omissions of the Released Parties not related to the inherent risks of the Fitness Center.* I also waive any claims I might have for breach of contract or warranty for statements or representations made outside of this Agreement. The Released Parties shall not be responsible for personal items that are lost, damaged, or stolen.
5. **Indemnity.** If the Released Parties or anyone acting on their behalf incurs attorneys' fees or costs to enforce this Agreement, I agree to indemnify (in other words, I agree to pay for...), defend, and hold harmless the Released Parties from and against all such fees and costs.
6. **Personal Skill and Health; Insurance.** I certify that I have sufficient skill and fitness and am in good health and proper physical condition to use the Fitness Center and the facilities and equipment located therein. I will not use any piece of equipment in the Fitness Center with which I am not thoroughly familiar and which I do not know how to operate. I have been advised to obtain medical examinations prior to utilizing the Fitness Center, and I certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to use the Fitness Center, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I currently have, and I agree to maintain throughout my use of the Fitness Center, valid and sufficient medical insurance. I understand that this medical insurance is my sole responsibility and release the Released Parties from providing this coverage for me.
7. **Rules and Regulations.** The Owner shall have the right, from time to time, to promulgate and establish rules and regulations (the "**Fitness Center Rules and Regulations**") relative to the use and enjoyment of the Fitness Center. I acknowledge that I have received a copy and have read the Fitness Center Rules and Regulations. I agree to comply with the Fitness Center Rules and Regulations, as Owner may hereafter amend from time to time, and which shall become effective upon posting in the Fitness Center. <https://centerpointbusinesspark.info/main.cfm?sid=amenities&pid=fitcenter>
8. **Access to Fitness Center; Termination of Agreement.** The Owner has the right at any time to discontinue the availability of the Fitness Center either temporarily or permanently. The Owner further reserves the right to deny access to the Fitness Center to anyone who fails to comply with the terms of this Agreement or the Fitness Center Rules and Regulations. I understand that the Owner is relying upon this Agreement in permitting me to use the Fitness Center and that this Agreement shall remain in effect until such time as I notify the Owner in writing that it has been revoked.
9. **Agreement as Contract; Personal Capacity.** I expressly agree and acknowledge that the terms and conditions of this Agreement are contractual in nature and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time I sign this Agreement, and that there are no other impediments or reasons why I would lack the capacity to enter into this contract for the benefit of the Released Parties.
10. **Interpretation; Severability; Forum Selection.** I agree that this Agreement is intended to be interpreted as broadly as possible, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. I understand that this Agreement constitutes the entire agreement between myself and Owner. I further agree that this Agreement can only be modified in writing signed by myself and Owner, and that it cannot be modified by any written or oral representations or statements made outside of this Agreement. I agree that any dispute concerning this Agreement will be governed by Alaska law and will occur in the Superior Court of the Third Judicial District in Anchorage, Alaska.

I AM 18 YEARS OLD OR OLDER. I HAVE READ THIS RELEASE IN FULL AND UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS RELEASE. THIS RELEASE IS BINDING ON ME AND MY SUCCESSORS AND ASSIGNS. **BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF I AM HURT OR KILLED OR PROPERTY IS DAMAGED DURING MY USE OF THE FITNESS CENTER, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST THE OWNER OR OTHER PARTIES IDENTIFIED HEREIN ON THE BASIS OF ANY CLAIM WHICH I HAVE RELEASED HEREIN.** I SIGN WILLINGLY, VOLUNTARILY, AND HAVING HAD AMPLE OPPORTUNITY TO RAISE ANY QUESTIONS OR CONCERNS THAT I MAY HAVE.

Signature: _____ Date: _____

Printed Name: _____

Tenant Rep Signature: _____

OFFICE USE ONLY

Access Card #: _____ Start Date: _____

JL Properties Employee _____