



JL PROPERTIES, INC.
REAL ESTATE DEVELOPMENT & MANAGEMENT

Centerpoint West Fitness Center Agreement and Waiver

NAME: _____	TENANT/ EMPLOYER: _____
BUILDING/ SUITE #: _____	OFFICE PHONE: _____

AGREEMENT AND WAIVER OF LIABILITY

1. I understand that the Owner of Centerpoint West, Centerpoint West LLC, (Hereinafter called the "Owner") is making the Fitness Center available to Centerpoint West tenants and their employees. The Fitness Center shall be used only by such tenants and the employees to such tenants who have signed a Waiver Agreement. **NO GUEST, FAMILY MEMBERS OR CHILDREN ARE PERMITTED.**
2. I understand and agree that my use of the Fitness Center, and the facilities and equipment located therein, is at my own risk
3. I understand and agree that the Owner will not provide an instructor, supervision, or directions regarding the use of the equipment and that I will not use any piece of equipment with which I am not thoroughly familiar and which I do not know how to operate.
4. I understand that the Owner may make available, upon request, materials supplied by the manufacturer of such equipment, but that the Owner is not in any way responsible for the contents of or any omissions from such material.
5. I acknowledge that the Owner has advised me to obtain medical examinations prior to utilizing any of the equipment in the Fitness Center facilities.
6. The Owner shall have the right, from time to time, to promulgate and establish rules and regulations relative to the use and enjoyment of the Fitness Center and I agree to comply with such rules and regulations.
7. The Owner has the right at any time to discontinue the availability of the Fitness Center either temporarily or permanently.
8. The Owner reserves the right to deny access to the Fitness Center to anyone who fails to comply with the terms of this agreement.

I agree that the Owner shall not be held liable or responsible in any way should I be injured while using the Fitness Center or any facilities, equipment and materials located therein, regardless of whether such injuries are caused by or resulted from any negligence on the part of the Owner. In addition, I agree to indemnify and hold the Owner harmless from all lawsuits, claims, damages, including costs of attorney's fees, arising out of or resulting from my use the Fitness Center.

I understand that the Owner is relying upon the Waiver Agreement in permitting me to use the Fitness Center, and the facilities, equipment and materials located therein, and that the Waiver Agreement shall remain in effect until such time as I notify the Owner in writing that it has been revoked or as Owner has exercised its right under Paragraphs 7 or 8 above, at which time will no longer be permitted to utilize the Fitness Center facilities.

I have read the Fitness Center Rules and Regulations and agree to abide by them.

Signature	Date	Witness	Date
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<u>OFFICE USE ONLY</u>	
Access Card #: _____	Start Date: _____
Centerpoint West Employee _____	End Date: _____