



FITNESS CENTER RELEASE AND WAIVER OF LIABILITY

I, _____, have registered voluntarily to engage in exercise and fitness activities and use exercise equipment available in the building commonly known as 2100 McKinney (the "Fitness Center").

I understand that this Fitness Center, which is unsupervised, involves strenuous physical exertion and will require sound judgment at all times during my participation. I understand that by participating, I am at risk to suffer serious physical injury and possibly death. I understand and agree that I, alone, am responsible to determine my physical and mental fitness and my suitability to participate. I acknowledge that Landlord will not attempt to determine, nor will I hold Landlord liable to determine, my physical and mental fitness, suitability, or capability to participate either before I begin participation or at any time during my participation in the Fitness Center. I understand that Landlord makes no representation or warranty as to the condition of the Fitness Center or its equipment.

In consideration for the work performed by Landlord in making fitness equipment available, from which I receive value and benefit, I assume all risks of injury or death related to participation. I further RELEASE AND FOREVER DISCHARGE Landlord and all of its affiliated entities, and I waive any claim that I might make against Landlord and its affiliated entities, for any physical injury or death arising out of or relating to my participation in, or during travel related to this Fitness Activity, including those claims or causes of action that are known and unknown, foreseen and unforeseen, future and contingent.

I UNDERSTAND AND AGREE THAT THE EFFECT OF SIGNING THIS RELEASE AND WAIVER OF LIABILITY IS TO GIVE UP ALL OF MY LEGAL RIGHTS TO FILE ANY LAWSUIT OR TO RECOVER ANY MONEY DAMAGES AGAINST LANDLORD AND ITS AFFILIATED ENTITIES FOR ANY CLAIM RELATING TO THE FITNESS CENTER INCLUDING ANY CLAIM FOR NEGLIGENCE BY LANDLORD OR NEGLIGENCE BY ANY EMPLOYEE OF LANDLORD. I AGREE TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ANY AND ALL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND OTHER FEES AND EXPENSES, ARISING FROM MY BREACH OF THIS AGREEMENT, EVEN IF CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF LANDLORD, BUT NOT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

Because participation in the Fitness Center is voluntary, I have agreed to sign this Release and Waiver of Liability. I have been given the opportunity to read carefully all of the terms of this Release and Waiver of Liability and I understand fully the legal consequences of signing it.

I understand that I will not be allowed to participate in the Fitness Center unless I sign this Release and Waiver of Liability. I agree to this because I choose to participate in the Fitness Center at my own risk, knowing that I have no legal right to seek recovery of damages or otherwise to make any



FITNESS CENTER RELEASE AND WAIVER OF LIABILITY (continued)

claim against Landlord for any harm or injury, including death that I may suffer as a result of my participation.

I specifically understand that I may not bring guests into the Fitness Center and that no one under the age of 18 is permitted to enter the Fitness Center.

I understand that use of the Fitness Center facility by me is a privilege, which may be terminated at any time at the sole discretion of Landlord, with or without cause. In addition, I understand that Landlord reserves the right to close the Fitness Center at its sole discretion.

As used herein, the term "**Landlord**" shall mean **Metropolitan Life Insurance Company, CBRE, Inc. and Landlord's representatives and agents.**

Tenant Employee Name (**please print**)

Company Name

Signature

Suite Number

Date