

FITNESS CENTER - AGREEMENT AND WAIVER

I understand that **CRESTPOINTE III, LLC**, ("Landlord") is the owner of the building and certain exercise equipment located at **7110 Samuel Morse Drive, Suite 120, Columbia, Maryland 21046** (the "Fitness Center"). Landlord agrees to allow me to use the Fitness Center and the equipment located therein in exchange for my agreement to the following terms and conditions:

1. I represent and warrant that my use of the Fitness Center is for my personal use and enjoyment. I will not allow any other person access to the Fitness Center without the express written consent of Landlord.
2. I shall use the Fitness Center and the equipment therein in a reasonable and safe manner.
3. I agree to be bound by the policies and procedures of Landlord as they now exist and as they may from time to time be amended. Landlord may, in its sole discretion, deny me access to and use of the Fitness Center at any time and for any reason.
4. I shall be liable for any property damage and/or personal injury, which I sustain or cause to be sustained by another, regardless of cause. I understand that the use of the Fitness Center and the use of its facilities are at my personal risk and Landlord shall not be liable for any injuries or damage to myself or any other person or be subject to any claim, demand, or liability as a result of injuries incurred during such use. I, for myself and on behalf of my executors, administrators, assigns, and successors, do hereby expressly forever release and discharge Landlord, its agents, successors and assigns, as well as its officers and employees, from all claims, demands, damages, actions, or causes of action relating to or resulting from any injuries incurred by me as a result of my use of the Fitness Center.
5. I represent and warrant that I do not have any disability, impairment, or ailment preventing me from engaging in active or passive exercise or that would be detrimental to my health or physical condition. I acknowledge and agree that Landlord will rely on the foregoing warranty in allowing me to use the Fitness Center and that Landlord shall have no obligation to perform any fitness assessment or similar testing to determine my physical condition.
6. I have received (or have voluntarily and knowingly elected not to receive) independent legal advice with respect to the advisability of entering into this waiver of liability. I acknowledge that I am not entitled to rely upon, nor have in fact relied upon, the legal or other advice of Landlord, or its agents, including, but not limited to counsel and employees, in entering into this Agreement.

Company Name:

Employee Printed Name

Building Address| Number

Security Badge| Fob #

Employee Signature

Date

