

2611 SOUTH CLARK STREET FITNESS CENTER

WAIVER OF LIABILITY

As a condition to, and in consideration of, my use of the 2611 South Clark Street Fitness Center (the "Fitness Center"), inclusive of exercise, cardiovascular, weight training facilities and equipment, personal training, locker room areas, yoga room, massage services, swimming facilities and sauna all located at the Concord Fitness Center at 2600 Crystal Drive (The "Building"), I hereby certify, covenant, and agree as follows:

1. I am in good physical condition. I am familiar with and able to competently use the equipment, machines, mats, mirrors, services and other furnishings and equipment (collectively, the "Equipment") located in or provided by or in connection with the Fitness Center. I am familiar with and able to participate in exercise and fitness activities available in the Fitness Center without any medical restrictions. I will do all exercise, use the Equipment and participate in all activities at the Fitness Center at my own pace and at my own risk. I agree to follow all instructions regarding the use of the Equipment and to use the Equipment in a safe and responsible manner. I understand that the Fitness Center is unmanned and unsupervised during its hours of operation. I recognize the inherent risk in using the Equipment and participating in any of the services that may be provided in connection with the Fitness Center.
2. I understand that the swimming facilities at the Center may be unsupervised during hours of operation. I agree that I will not swim in the pool when no lifeguard is present. I acknowledge that the swimming facilities pose a risk of personal injury, disability or death, and I agree to assume any and all risks associated with the swimming facilities, including drowning.
3. I hereby assume the risk of any and all accidents, injuries and damages of any kind which may be sustained by me (including any injuries or damages sustained by me resulting from the actions or omissions of another person using the Fitness Center) and I am responsible for injuries sustained while utilizing the locker rooms and showers or the Equipment and which are caused by or in connection with my use of the Equipment or participation in any of the services provided by the Fitness Center.
4. I understand and agree that neither the owner of the Building, Gould Property Company, Konterra Realty, LLC Inc. nor any of their employees, personnel, or agents of the owner or operator of the Fitness Center, if any, makes any representation or warranty to me regarding the Fitness Center or the fitness for use or suitability of the Equipment for the purpose for which I intend or have represented that I intend to use the Fitness Center and the Equipment.
5. I understand that none of the employees, personnel, or agents of the owner or operator of the Fitness Center has any expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on any medical condition(s).
6. I grant permission for first aid and/or C.P.R. to be given to me in an emergency, as determined in the sole discretion of any of the employees, personnel, or agents of the owner or operator of the Fitness Center, and I agree that I will be solely responsible for any medical costs or expenses or any loss, liability or damage which may arise as a result thereof, or as a result of my use of the Fitness Center in any manner whatsoever.
7. I acknowledge that I have read and understood this Waiver of Liability and all posted Rules and Regulations (the "Rules and Regulations") governing the use and hours of operation of the Fitness Center. I agree to fully comply with this Waiver of Liability and the Rules and Regulations as they are amended from time to time and posted in the Fitness Center.
8. I acknowledge my responsibility to secure all personal items, and confirm that I hold harmless the Building, Gould Property Company, Konterra Realty, LLC Inc., its employees, personnel, and agents

of the owner or operator of the Fitness Center from the loss of my personal items brought into the Fitness Center, including but not limited to the Center's Locker Rooms. Lockers are only to be used for same day use and items cannot be left overnight. Items that are left are subject to be discarded at our discretion.

9. I will not provide access to the Fitness Center to any person who has not (x) executed and delivered to the operator of the Fitness Center a Waiver of Liability in this form, and (y) received the express written permission of such operator to use the Fitness Center.
10. I understand that in participating in one or more exercise or fitness activity, or in using the personal care services of Personal Fitness Training or Massage, there is a possibility of accidental or other physical injury or of loss or damage to my personal property. I agree to assume all risk of such injury or loss of or damage to my personal property. I agree to assume all risk of such injury or loss of or damage to my property, and further agree to indemnify and hold harmless the Concord, Airport Plaza Associates LLC, Concord 2600 LLC, Third Gould Partnership, Third Gould Limited Liability Company, Gould Property Company, Bozzuto Management Company, Konterra Realty LLC, Sunset Pools, Inc. collectively, "Management"), and any officers, directors, shareholders, partners, employees, personnel, or agents thereof, from any liability, loss, illness, harm, cost, expense, claim, suit, or damage resulting from or related to my use of the Center, except to the extent such an injury, loss, illness, harm, cost, expense, claim, suit, or damage is caused by the intentional act or omission of such parties.

I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER OF LIABILITY.

Signature: _____

Name (please print): _____

Company: _____

Office Phone No.: _____

Home/Cell Phone No.: _____

Datawatch Key No.: _____

Signature Date: _____

Fitness Center Hours of Operation for 2611 Tenants:
Monday through Friday 6am-6pm
Saturday 9am-1pm
Sunday No Access