

## Fitness Center Waiver and Release of Claims

I, \_\_\_\_\_ hereby request permission to use the Fitness Center located on the lower level of the building (“Building”) known as **CORPORATE PLAZA I OR II (circle one)** in Independence OHIO, together with any and all equipment and other facilities located therein (the “Fitness Center”). I understand and acknowledge that the Fitness Center is not a public facility, but rather is for the exclusive use of those individuals, such as myself, as are specifically authorized in writing by Corporate Plaza LP, (“Landlord”) or its authorized representative to use the facility, and who read and sign this **WAIVER AND RELEASE**. I understand and acknowledge that there are risks associated with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Center, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Center without first consulting my personal physician and considering any particular risks I may incur in participation in these activities. I ACKNOWLEDGE AND AGREE THAT THE USE OF THE FITNESS CENTER, INCLUDING USE OF ALL EQUIPMENT, LOCKERS AND SHOWERS LOCATED THEREIN, WILL BE ENTIRELY AT MY OWN RISK, AND NEITHER LANDLORD NOR ANY OF THE OTHER LANDLORD PARTIES (AS DEFINED BELOW) MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE FITNESS CENTER OR SUCH EQUIPMENT, LOCKERS AND SHOWERS WHETHER PERTAINING TO THE QUALITY, CONDITION OF FUNCTIONALITY THEREOF OR OTHERWISE. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE FITNESS CENTER, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE against Landlord, the managing and leasing agents for the Building, and their successors (including any successor owner of, and any successor managing and leasing agents for the Building), assigns, affiliates, directors , officers, employees, members, owners, agents, lenders and partners of any of them (collectively, “Landlord Parties”) for any and all losses, costs, expenses (including reasonable attorney’s fees), damages or liabilities whatsoever of any nature, including bodily injury or death, arising out of my use of the Fitness Center or any equipment, lockers and showers therein, all to the fullest extent permitted by law. I also agree that my use of the Fitness Center shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord (including any successor owner of the Building) or its authorized representative. I understand that the Landlord reserves the right to modify or cease operation of the Fitness Center at any time.

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PLEASE FAX FORM TO 216.920.4447 OR

EMAIL TO: [Dlis@lee-associates.com](mailto:Dlis@lee-associates.com)

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Access Card: \_\_\_\_\_

Sex: M or F