



# *Resurgens Plaza*

## FITNESS CENTER

### UNCONDITIONAL WAIVER AND RELEASE

The undersigned has requested the right to utilize the Fitness Center facilities owned by **LSREF2 Razor (Atlanta), LLC, ("Owner")** and managed by **Transwestern Commercial Services of GA, (Management)**, located at 945 East Paces Ferry Road, Atlanta, GA 30326 and more commonly known as **Resurgens Plaza** (the "Building") for the purpose of exercise and recreation (the "Fitness Center"). As a condition of being granted the non-exclusive right of access to and use of the Fitness Center and in consideration of such access and use, the undersigned agrees to release, indemnify and hold harmless the Fitness Center, its owners (including Owner's affiliates) and property manager, and their respective officers, directors, managers, servants, staff, employees and/or agents (the "Released Parties") from any and all liability for any claims, demands, actions or causes of action, including those for physical injury and property damage, whatsoever arising out of the undersigned's right of access to and use of the Fitness Center.

The undersigned recognizes that his/her use of the Fitness Center, including but not limited to the use of any of the exercise equipment or facilities or participation in any exercise program at the Fitness Center, involves the risk of physical injury to him/her, which may be caused by the negligence, in whole or part, of the Released Parties. The undersigned hereby expressly and unconditionally WAIVES, RELEASES and DISCHARGES forever any claim he/she otherwise would have against the Released Parties for physical injury ARISING OUT OF OR CAUSED BY THE NEGLIGENCE, IN WHOLE OR PART, of the Released Parties. The undersigned agrees to assume all risk of injury in its entirety regardless of the cause, INCLUDING ANY INJURY RESULTING FROM THE NEGLIGENCE, IN WHOLE OR PART, of the Released Parties.

The undersigned understands that he/she is waiving a legal right and, in so doing, agrees that the Released Parties shall not be liable or responsible for ANY INJURY or damage to him/her, or to his/her property, CAUSED BY THE NEGLIGENCE, IN WHOLE OR PART, of the Released Parties. It also is agreed that the Released Parties shall not be liable or responsible to the undersigned for personal items or articles lost or stolen while at the Fitness Center.

The undersigned acknowledges and affirms:

- (1) He/she has carefully read the foregoing UNCONDITIONAL WAIVER AND RELEASE and received a satisfactory explanation of any portion he/she did not understand;
- (2) He/she is responsible for reading and understanding all instructions posted on fitness equipment prior to use, no training / instruction on fitness center equipment will be provided by the Released Parties;
- (3) He/she is fully aware of the fact that there may be a health risk and/or a risk of injury or death for certain individuals participating in activities involving physical exertion and, further, he/she has the sole obligation to obtain competent medical advice from a qualified physician regarding the appropriateness of his/her use of the facilities and to adhere to the physician's recommendations;
- (4) He/she understands that he/she may only access and use the Fitness Center so long as: (i) he/she is a current, full-time employee of a tenant within the Building and (ii) such tenant is a current tenant, occupying office space within the Building and not in default under such tenant's lease with Owner or any of its affiliates; and
- (5) He/she understands and agrees that the rights of access to and use of the Fitness Center are exclusively for the benefit of the employees of current tenants of Owner (or any of its affiliates) within the Building, and the undersigned bears the sole risk of any injury (whether physical or property) resulting from any unauthorized use of the Fitness Center, INCLUDING ANY INJURY RESULTING FROM THE NEGLIGENCE, IN WHOLE OR PART, of the Released Parties.

Card Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

Dated: \_\_\_\_\_