

FITNESS CENTER RELEASE AGREEMENT

THIS FITNESS CENTER RELEASE AGREEMENT (this “**Agreement**”) is made by _____ (the “**User**”) in favor of **BANYAN STREET GAP DOUGLAS ENTRANCE OWNER LLC**, a Delaware Limited Liability Company (“**Owner**”). Owner owns certain fitness equipment (the “**Equipment**”) located within Suite 185 (the “**Facility**”) at 800 Douglas Road, Coral Gables, Florida (the “**Building**”). The Facility and the Equipment have been made available for the voluntary use by employees of tenants leasing space in the Building, as an amenity to such tenants. User understands and agrees that the Facility will not be staffed with any personnel and that there are risks associated with the use of the Facility and Equipment.

IN CONSIDERATION of the recitations set forth herein, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby expressly acknowledged, the User, intending legally to be bound, hereby agrees as follows:

User expressly acknowledges and agrees that the use of the Equipment within the Facility may pose certain risks to User, including the potential of serious bodily injury and death. By executing this Agreement, the User acknowledges and agrees that the User voluntarily assumes all responsibility for, and all risk of damage or injury that may occur to User as a result of User’s use of the Equipment and the Facility. User further acknowledges and agrees that User is in good physical health and understands how to use and operate the Equipment located within the Facility.

In consideration of being allowed to use the Equipment and the Facility, User hereby releases and discharges Owner, and its partners, and their respective shareholders, officers, directors, employees and agents (collectively “**Releasees**”), from any and all claims, demands, rights or causes of action, present or future, whether known or unknown, anticipated or unanticipated, resulting from or arising out of, or incident to, User’s use of the Equipment or the Facility, including, without limitation, any and all injuries, disabilities, death, or the loss or damage to person or property, whether arising from the negligence of Releasees or otherwise. User further agrees to indemnify and hold harmless Releasees for any accidents, injuries, or damages to User, or any other persons or property, which may occur or that may arise or be asserted or incurred as a result of User’s actions or inactions while using the Equipment or the Facility, and assumes all liability and costs for treatment of such accidents, injuries, or damages, including without limitation, reasonable attorney’s fees incurred in administrative, trial, appellate or other post-judgment proceedings.

This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the User and the Owner. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to that state’s rules regarding choice of law. User agrees to abide by and conform to the Rules for the use of the Facility and the Equipment attached hereto. Owner reserves the right at any time in its sole discretion to change or rescind any one or more of the Rules, or to make such other and further reasonable Rules as in Owner's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Facility and the Equipment, and for the preservation of good order therein. Owner shall not be responsible to User for the failure of other persons including, but not limited to, other users of the Facility or the Equipment to comply with any such Rules.

User acknowledges and agrees that Owner reserves the right to temporarily or permanently close the Facility or to relocate the Facility at any time for any reason and without notice. User further acknowledges and agrees that Owner reserves the right to exclude or expel from the Facility any person who, in the judgment of Owner, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of the Rules. User acknowledges and agrees that as of the date of this Agreement there is no monthly charge for the use of the Facility or the Equipment, but that Owner reserves the right to impose a monthly fee for the use of the Facility and the Equipment at any time hereafter in Owner’s sole discretion.

I HAVE READ AND UNDERSTAND THIS FITNESS CENTER RELEASE AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

USER:

Witness
Print Name: _____
User’s Employer & Suite Number: _____

Print Name: _____
Date: _____

Rules and Regulations

- Please check with your physician prior to commencing an exercise program.
- The Facility is for use by tenants of Douglas Entrance only. Visitors may not use the Facility, and no persons under the age of 18 may enter the Facility.
- The “Fitness Center Release Agreement” must be signed by each User and returned to the Management Office prior to such User using the Facility.
- Noise levels must be kept to a minimum level acceptable for an office building environment. No audible radios or other electronic devices are permitted.
- Lockers are available for you to use while you are working out. When finished, please remove all belongings, including locks, to make lockers available for the next user.
Note: Articles left in unattended locker’s will be discarded.
- During peak hours (or while other are waiting) limit your time on the treadmill, stair climber, stationary cycles and cross trainer to 30 minutes.
- Only use the Equipment for that use for which it is intended.
- Please pick up your towels, water bottles, newspapers, or magazines immediately after your workout.
- Please wipe down each piece of equipment for the next user.
- Please make sure equipment is turned off when you are finished using electronic equipment.
- Proper attire must be worn at all times, including shirts and shoes.
- No food or beverages (except water) are allowed in the Facility. Please do not bring glass containers into the Facility.
- User is responsible for any damage to the Equipment or the Facility.
- Management reserves the right to deny access to the Facility to any individuals involved in inappropriate behavior.
- Hours of Operation: Monday-Friday 6am-8pm, Saturday 6am-2pm, Closed Sundays and all Holidays in which the Building is Closed.

I have read and accepted the above stated Rules and Regulations.

User: _____
Date: _____
Company: _____

Access Card # _____