



Intelligent
Real Estate
Solutions

**1000 Parkwood
Fitness Center Waiver,
Acknowledge of Assumption of Risk,
Release and Indemnity Agreement**

_____ (Company), tenant of 1000 Parkwood building Suite _____ at 1000 Parkwood hereby requests for its employee, _____ (name), the use of the 1000 Parkwood fitness center subject to the terms of this Agreement and the Rules and Regulations implemented by 1000 Parkwood. Employer and employee (herein referred to as "I") agree to the following terms of the agreement.

I am under no obligation to 1000 Parkwood property to use the 1000 Parkwood fitness center. I am not paying for the use of such facilities, nor am I being paid to do so. Accordingly, I agree to use such facilities at my own risk. I agree to observe all rules and regulations of 1000 Parkwood.

I acknowledge that there will be no attendants supervising the 1000 Parkwood fitness center. I acknowledge that 1000 Parkwood has engaged security contractors to monitor security of the 1000 Parkwood fitness center. Nevertheless, I acknowledge that 1000 Parkwood relies upon local law enforcement for breaches of security.

I agree to use the fitness center and the equipment provided therein for my personal recreation and fitness. I acknowledge that severe injuries can occur in athletic and fitness programs, and that severe injuries can include muscle strains, back injuries, heart attacks, permanent paralysis, and even death. I realize that it is in my best interest to consult a doctor before engaging in any physical training.

As an express condition to my use of the 1000 Parkwood fitness center, I agree that the undersigned, releases and discharges AG-APG Parkwood Property Owner, LLC, APG Real Estate Services, LLC from and against, and AG-APG Parkwood Property Owner, LLC, APG Real Estate Services, LLC shall not be liable for, any and all claims and demands for any loss, cost or expense (including court costs and reasonable attorney's fees), damage, injury, of any kind or character, to me or any other person (including without limitation, all employees, agents, representatives, or guests of the undersigned) or to my property or the property of others, arising from, related to, or occurring as a result of the use of the fitness center and equipment owned by AG-APG Parkwood Property Owner, LLC caused by any defect in any structure, improvement, equipment or facility within the Building or its common areas.

WARNING:

Any activity involving physical exercise creates the possibility of accidental injury. The fitness center is intended for use ONLY by 1000 Parkwood tenants. Use of the equipment contrary to posted instructions is DANGEROUS and should not be taken. Before using the equipment KNOW YOUR LIMITATIONS and the limitations of the equipment.

By signing below, I acknowledge I have carefully read this agreement and fully understand its contents, and sign it voluntarily.

Employee signature _____ Employee phone number: _____

Witness signature _____

FOB # _____