

SIGNATURE EXCHANGE

FITNESS CENTER RELEASE AND WAIVER OF LIABILITY

I, _____, have registered voluntarily to engage in exercise and fitness activities and to use the exercise equipment, fitness areas and related locker and outdoor facilities (collectively, the “**Fitness Activity**”) available only to the tenants of the office complex commonly known as Signature Exchange, in the building and on the common grounds located at 14755 and 14785 Preston Road, Dallas, TX 75254.

I understand that this Fitness Activity, which is unsupervised, involves strenuous physical exertion and will require sound judgment at all times during my participation. I understand that **SPUS6 SIGNATURE PLACE, LP**, a Delaware limited partnership, and its affiliates and affiliated entities, employees, representatives, agents, contractors, successors and assigns (collectively, “**Landlord**”) is not providing any staff, medical personnel, fitness trainers, or other employees or contractors to supervise the Fitness Activity. I understand that by participating, I am at risk to suffer serious physical injury and possibly death. I understand and agree that I, alone, am responsible to determine my physical and mental fitness and my suitability to participate. Landlord hereby advises, and I hereby acknowledge, that I should seek the advice of my medical practitioner prior to engaging in the Fitness Activity and that Landlord will not attempt to determine, nor will I hold Landlord liable to determine, my physical and mental fitness, suitability, or capability to participate in the Fitness Activity, either before I begin participation or at any time during my participation in the Fitness Activity.

In consideration of the work performed and to be performed by Landlord in making and continuing to make the fitness equipment and facilities available, from which I receive value and benefit, I assume (i) all risks of illness, injury or death related to participation in the Fitness Activity, and (ii) all risks of damage to, loss, or theft of personal property while using facilities associated with the Fitness Activity. **I expressly forever release and discharge Landlord from, and hereby waive, any claim that I might have or make against Landlord for any illness, injury, death, theft, loss, loss of use or damage to personal property or inconvenience (collectively, a “Loss”)** arising out of or relating to my participation in the Fitness Activity. **The foregoing release, discharge and waiver is made by me individually and on behalf of my heirs, executors, and assigns. I understand and agree that the effect of signing this Release and Waiver of Liability is to give up all of my and my heirs, executors and assigns legal rights to file any lawsuit or to recover any money damages against Landlord with respect to any Loss.**

I hereby agree to indemnify, defend and hold Landlord harmless from and against, any claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses relating in any way to my participating in the Fitness Activity.

The waiver, release and indemnity provided above is intended to release and indemnify Landlord against the consequences of Landlord’s own negligence or fault, even when Landlord is solely, jointly, comparatively, contributively, or concurrently negligent, and

FITNESS CENTER
RULES AND REGULATIONS

OPERATING TIMES

Monday to Friday
5:00 a.m. – 7:00 p.m.

Saturday
7:00 a.m. – 1:00 p.m.

Sunday
CLOSED

• **ACCESS TO THE FACILITY**

- Access will only be granted to tenants of the building and their respective employees who have completed, signed and dated the Fitness Center Release and Waiver of Liability forms. Friends, family members and other associates of such employees may not have access to the Fitness Center.
- Users may be accompanied by personal trainers, provided that any personal trainer entering the Fitness Center must complete, sign, and date the Fitness Center Release and Waiver of Liability forms.
- Access will be granted through Landlord's management office in the building.
- Users must be 18 years of age or older.
- All users are expected to demonstrate consideration and courtesy for other users while engaged in Fitness Activities. Users who fail to do so may lose their Fitness Activity privileges.

• **DRESS CODE**

- Suitable sport clothing must be worn at all times while exercising. Men may not exercise without a top.
- Appropriate shoes are to be worn at all times while exercising. No bare feet/flip flops/hiking shoes/smart casual shoes allowed.

• **TOWELS**

- Users must ensure that a towel is used at all time. All users must wipe equipment before proceeding to the next station.

• **EQUIPMENT**

- Equipment and machines are to be used in the manner for which they have been designed.
- During peak times individuals using exercise equipment are limited to 30 minutes per machine.
- Free weights and dumbbells must be returned to their storage position **immediately** after use.

- **VALUABLES**
 - Landlord will not be responsible for any loss, theft and/or damage to any property.
- **STRICTLY PROHIBITED ACTIVITIES**
 - **NO SMOKING OR ALCOHOL IS PERMITTED**
 - **THE USE OF ANY ILLEGAL DRUGS (INCLUDING STEROIDS) IS STRICTLY PROHIBITED**
 - **NO FIREARMS ARE PERMITTED**
- **THE CHARGE FOR A REPLACEMENT ACCESS CARD IS \$10.00**

I hereby acknowledge that I have read and understand, and I agree to follow, the Fitness Center Rules and Regulations (as modified by Landlord from time to time). I agree and acknowledge that Landlord may revoke my access to the Fitness Center at any time for any reason, in Landlord's sole discretion, including my failure to follow the Fitness Center Rules and Regulations in effect from time to time, or my failure to pay any access fees for the Fitness Center.

Initial

Date