

Prox Card #: _____

RELEASE, WAIVER AND INDEMNIFICATION

NAME: _____

WORK TELEPHONE NO.: _____

IN CASE OF EMERGENCY, PLEASE NOTIFY: _____

TELEPHONE NO. FOR EMERGENCY CONTACT: _____

READ CAREFULLY: THIS IS AN IMPORTANT LEGAL DOCUMENT
WITH LEGAL CONSEQUENCES.

As a requirement and in consideration of the use of the fitness center at 537 Pete Rose Way (“Fitness Center”), I acknowledge and affirm the following: To the fullest extent of the law, I agree to release, indemnify, defend and hold harmless 537 Associates, LLC, their respective members, partners and affiliates and any and all of their employees, officers, tenants, managers and agents and all of their successors and assigns (collectively, the “Owners”) from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney’s fees, arising directly or indirectly out of my use of the Fitness Center. I understand that the use of the Fitness Center has inherent dangers, and may cause death, serious injury, and damage to my person and/or property. I fully assume and release Owners from all of the risks associated with the use of the Fitness Center, including, but not limited to, negligence in design, maintenance, supervision, or warning, inadequate safety equipment, the negligence of other users, misuse of the facility or its equipment by myself or others, surface hazards (including slips and falls), collision with fixed or moving objects, and known and unknown physical weaknesses, diseases, and/or conditions which may cause or contribute to death, injuries, and damages to my person or property. I understand that it is my responsibility to become familiar with the equipment provided, and to only use the equipment in the proper and prescribed manner. **NO OTHER PERSON IS PERMITTED TO USE THE FITNESS CENTER; ITS USE IS STRICTLY LIMITED TO OWNERS, TENANTS AND THEIR EMPLOYEES.** I am responsible for complying with all rules and regulations applicable to the Fitness Center and its use, and I shall not take any action which will damage any property of Owners or adversely affect Owners’ or others’ use and enjoyment of the Fitness Center. I acknowledge that I have read this Release, Waiver and Indemnification and fully and completely understand the terms and conditions.

This is a legal document, and I understand and acknowledge that signing below binds me to its terms.

Signature: _____

Print name: _____

Company: _____ Date: _____