

**Waiver and Release of Claims Arising Out of the Use of the
1180 Peachtree Fitness Center Facilities**

(Please enter your info, sign and return to 1180Lobby@securamericallc.com or the Lobby Officer)

I, _____ hereby request permission to use the Fitness Center, located at 1180 Peachtree Street, Atlanta, GA together with any and all equipment, and other facilities located therein (the "Fitness Facilities"). I understand and acknowledge that the Fitness Facilities are not public facilities, but are for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by 1180 Peachtree Office Investors, LLC C/O Hines Interests Limited Partnership ("Landlord") or its authorized representative to use the facilities, and who read and sign this **WAIVER AND RELEASE**. I understand that the Fitness Facilities shall be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representative who may be present at any time in the Fitness Facilities are not trained or authorized to provide health, fitness, medical assistance or advice. I understand and acknowledge that there are risks inherent with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge that any safety equipment needed and/or required by law are to be provided by me. I HEREBY ASSUME ALL OF THE RISKS OF USING THE FITNESS FACILITIES AND THE EQUIPMENT THEREIN. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE FITNESS FACILITIES, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE AGAINST LANDLORD, AND ITS SUCCESSORS, ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, OWNERS, MANAGERS, TENANTS, OR CONTRACTORS (COLLECTIVELY, "LANDLORD PARTIES") FOR ANY AND ALL LOSSES, COSTS, EXPENSES, INCLUDING ATTORNEY'S FEES, DAMAGES, OR LIABILITIES WHATSOEVER OF ANY NATURE, INCLUDING PROPERTY DAMAGE, LOSS OR THEFT, BODILY INJURY OR DEATH, ARISING OUT OF (i) MY USE OF THE FITNESS FACILITIES, (ii) THE NEGLIGENCE OR OTHER ACTS OF THE LANDLORD PARTIES, WHETHER DIRECTLY CONNECTED TO MY USE OF THE FITNESS FACILITIES OR NOT, AND HOWEVER CAUSED, OR (iii) THE CONDITION OF THE FITNESS FACILITIES. FURTHER, I AGREE TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE, THE LANDLORD PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY USE, OR CONDITION, OF THE FITNESS FACILITIES. I also agree that my use of the Fitness Facilities shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord at the Fitness Facilities. I agree that my failure to use the Fitness Facilities in accordance with the Rules and Regulations or as directed by such agents or representatives at the Fitness Facilities may result in the permanent loss of my privileges to use the Fitness Facilities. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Signed: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

Building Access Card Number: _____

Phone Number: _____



**1180 Peachtree
Fitness Center Facilities
Rules and Regulations**

1. The Fitness Center is exclusively for use by 1180 tenants for their enjoyment, recreation and relaxation. All others will be denied access. Granting access to an outside party is grounds for termination of Fitness Center privileges.
2. You may not use the Fitness Facilities unless you have read, understood and signed the Waiver and Release of Claims. After receipt of the executed Waiver/Rules and Regulations, your building access card will be activated and should be used each time you enter the Fitness Center. The hours of the Fitness Facilities are: **Monday through Friday 5am to 9pm**. Your access card will not allow you to enter the Fitness Center prior to 5am or after 8:30pm. Upon termination of employment with an 1180 tenant or expiration of a tenant's lease at 1180, your Fitness Center privileges will be terminated.
3. The Fitness Center is to be used at your own risk.
4. In case of emergency, call 911 then notify building security. Building personnel can then direct emergency personnel to the appropriate location upon their arrival.
5. Appropriate attire must be worn at all times while using the fitness center including shirts and athletic footwear.
6. The exercise equipment is to be used for the purpose and in the way the equipment is intended and designed to be used.
7. Please limit use of each piece of exercise equipment to thirty (30) minutes when others are waiting.
8. Please return all weights and equipment to their appropriate rack or area when finished using.
9. Please wipe down the exercise equipment after each use. Disposable wipes are provided.
10. Towels are provided for your use while in the Fitness Center. Please return used towels to the collection bin.
11. Please report any problems with exercise equipment or any area of the Fitness Center to Management or Security.
12. Lockers are available at no charge for your day use only. Items left for more than 24 hours are forfeited by Tenant and may be collected and discarded.
13. Building or Fitness Center Management shall not be liable for lost or stolen items.
14. Food and beverages (with the exception of water, sports drinks and water bottles) are not permitted in any areas of the Fitness Center. Alcoholic beverages are also prohibited.
15. Smoking is prohibited in or around the Fitness Center.
17. Please contact Management for personal training options, no outside trainers are to be used.
18. Management reserves the right at any time to change the rules and regulations, close the Fitness Center at any time for repairs or maintenance, or to cease operation of the Fitness Center.

The Fitness Facilities are intended for the enjoyment of all 1180 Peachtree tenants. Please assist us in maintaining these facilities' cleanliness by disposing of all trash in the receptacles provided. Please report any problems immediately to the building management.



1 1 8 0 P E A C H T R E E

Signed: _____

Print Name: _____

Date: _____