

Interstate North Office Park

Fitness Center Agreement of Release & Waiver of Liability

User Name: _____ Date of Agreement: _____
Contact by Phone: _____ Employer: _____
Contact by Email/Other: _____

This Fitness Center Agreement of Release & Waiver of Liability (this "Agreement") is entered by and between CUSHMAN & WAKEFIELD OF GEORGIA, INC. ("Manager") as agent for INTERSTATE NORTH OFFICE PARK, L.P. ("Owner"), and _____ ("User"), as employee of _____ ("Employer"), which Employer is a tenant in Suite _____ of that certain building located at _____ Interstate North Parkway [Circle] ("Building"), regarding the fitness center amenities located in Suite 40 in Building 210 (the "Building 210 Fitness Center") and Suite 100 in Building 360 (the "Building 360 Fitness Center"; the Building 210 Fitness Center and the Building 360 Fitness Center are hereinafter collectively referred to the "Fitness Centers") located in Interstate North Office Park (the "Park") and provided as amenities for tenants of the Park and their employees whose primary office location is in the Park.

Use of the Fitness Centers by User shall be permitted upon receipt by Manager of this Agreement signed by User and shall expire automatically, without notice or documentation to User, either (1) on the date User is no longer employed by Employer, (2) on the date the Building or another building in the Park is no longer the primary office location of User, or (3) the date Employer no longer leases and/or occupies space in the Park. In addition, either Manager or Owner may, without prior written notice, suspend or revoke User's privileges to use the Fitness Centers at any time if User fails to comply with the terms of this Agreement or the Interstate North Office Park Fitness Center Rules and Regulations (the "Rules and Regulations") and/or such other rules and regulations governing the Fitness Centers as may be enforced by Manager from time to time.

By signing this Agreement, User shall be entitled to use the Fitness Centers subject to all terms and conditions contained herein, and such additional terms and conditions as Manager or Owner, in their sole discretion, may institute from time to time. User hereby acknowledges and agrees as follows:

1. Upon execution of this Agreement, User shall be entitled to use the Fitness Centers in compliance with the terms and conditions of this Agreement. Owner or Manager may specify the hours and days of operation of the Fitness Centers from time to time ("Hours of Operation"), which may be different for each of the Fitness Centers, and may modify, alter, improve, or close, either temporarily or permanently, either or both of the Fitness Centers from time to time, in each case in its sole discretion. Use of User's access card to gain access before or after the Hours of Operation shall be grounds for termination of this Agreement. User's access card shall be used only by the User, for the User, and shall not be provided to any third party to use the Fitness Centers. No guests will be allowed in the Fitness Centers, including without limitation, any co-workers, family members or personal trainers.

2. User understands that use of the Fitness Centers involves the risk of injury. User understands that part of the risk involved in undertaking any activity or program is relative to one's own state of fitness or health (physical, mental or emotional) and to the awareness, care, and skill with which one conducts themselves in that activity or program. User acknowledges that the choice to participate in any exercise at the Fitness Centers brings with it an assumption of those risks or results stemming from this choice and the fitness, health, awareness, care and skill that is possessed and used. Specific risks vary from one activity to another and the risks range from property damage to minor bodily injuries to major bodily injuries, such as catastrophic injuries and incapacitation, or death. **USER IS SOLELY AND COMPLETELY RESPONSIBLE FOR HIS OR HER OWN SAFETY WHILE USING THE FITNESS CENTERS AT USER'S SOLE RISK.** User understands and agrees that neither Manager

nor Owner is in the business of operating and/or supervising exercise and fitness facilities. The Fitness Centers are made available for User's use at User's sole risk. Manager and Owner are not responsible for providing or making arrangements for the availability of medical attention or treatment. Owner may from time to time retain an independent contractor to operate either or both of the Fitness Centers; as of the date of this Agreement, Excellence in Exercise, LLC is the operator of the 360 Building Fitness Center (the "Operator"). As of the date of this Agreement, the 210 Fitness Center is an unsupervised and unstaffed facility.

3. User hereby waives, releases and forever discharges Owner, Manager, and Operator, and their officers, agents, employees, representatives, officers, directors and shareholders (their "Related Parties") from any and all liability for injuries or damages caused by, as a result of, relating to or in connection with User's use of the Fitness Centers or participation in any activities or use of equipment or machinery whether caused by Owner, Manager, Operator, or any of their Related Parties, other user, and/or any third party. User forever releases, waives, discharges and covenants not to bring legal action against the aforementioned for any injury or death caused by any cause whatsoever. User, to the fullest extent permitted by law, shall indemnify and hold harmless Manager, Owner, Operator, and their Related Parties from and against any loss, cost, action, demand, suit, judgment, penalty, claim, damage, liability and expense (including, without limitation, attorneys' fees, court costs and disbursements), whether in any action or proceeding between Manager, Owner, Operator, and/or their Related Parties and User, or between Manager, Owner, Operator, and/or their Related Parties and a third party, or otherwise, in any way arising out of, relating to, in connection with or resulting from (i) User's use of the Fitness Centers and/or (ii) any injury sustained by User or any third-party relating to the User's use of the Fitness Centers. The foregoing indemnification shall also extend to any liability, claim, damage, loss, cost or expense sustained by Manager, Owner, Operator, and/or their Related Parties arising out of User's failure to comply with the terms of this Agreement. User shall reimburse the aforementioned indemnitees, upon demand, all amounts due from User pursuant to this paragraph.

4. User warrants, represents and agrees that he or she is in good physical condition and has no physical or mental disability, medical condition, impairment or ailment preventing him or her from engaging in active or passive exercise or that will be detrimental to his or her health, safety, comfort or physical condition if he or she does so engage or participate at the Fitness Centers. User shall consult a physician with respect to his or her exercise program before using any equipment located in the Fitness Centers. User acknowledges that Manager and Owner have not provided medical advice relating to User's physical condition and ability to use the Fitness Centers. User agrees that he or she will not use the Fitness Centers with any open cuts, abrasions, infections or the like, and that User shall comply with local public health requirements. Manager and/or Owner may, at its sole discretion, deny access to the Fitness Centers to User or any other individual.

5. User is responsible for his or her own personal belongings while using the Fitness Centers. Although lockers are provided for the use and convenience of User while using the Fitness Centers, no bailment is created, and Owner, Manager, and Operator shall not be responsible for lost or stolen articles of clothing or any other personal property of User while in the Fitness Centers. Owner is not responsible for providing locks for any lockers in the Fitness Centers. User waives any claim for loss of personal property while using the Fitness Centers, even if such property is located in a locker. The lockers are provided for use while User is using the Fitness Centers, and User shall remove all personal possessions from the Fitness Centers, including the lockers, and remove any lock used by User, when leaving the Fitness Centers. Any property left in a locker shall be deemed abandoned and Manager may remove or dispose of such Property at Manager's sole discretion with no advance warning.

6. User agrees to abide by all terms of this Agreement and the Rules and Regulations, as amended from time to time, and to conduct himself or herself in a quiet and well-mannered fashion when in or about the Fitness Centers so as not to interfere with the enjoyment and effective use of the Fitness Centers by other users. Under no circumstance will User use foul, loud, abusive, threatening or slanderous language, or harass or badger other users. If such are provided, User agrees to use any television or music system located in the Fitness Centers, or personal music devices, only with headphones. User is responsible for any damage to the Fitness Centers caused by User. User is expected to wear appropriate athletic attire while using the Fitness Centers. Users are required to wear soft-soled gym shoes at all times in the exercise area. No food, and, with the exception of water or sport drinks, no beverages, are permitted in the Fitness Centers, and no food or glass containers of any kind are permitted in the Fitness Centers.

7. Manager or Owner shall have the right to add, change, remove, move, eliminate or modify the equipment, facilities or services in the Fitness Centers in any manner deemed necessary by Manager or Owner at their sole discretion. Prior to using equipment, User agrees to inspect it. User agrees to immediately report to Manager any malfunction, problem or damage to the equipment. User agrees to operate the equipment located in the Fitness Centers properly and to avoid careless or dangerous use of the equipment. Under no circumstances shall User move exercise equipment in any manner. Users are required to wipe equipment after using it.

8. This Agreement may not be transferred or assigned by User for any reason whatsoever and is for User's individual and sole use only. In the event of the sale, transfer, or change of management of the Park, the successor to the Owner and/or Manager defined in paragraph 1 of this Agreement may, in its own discretion, retain this Agreement, substituting its name for the name listed above, or cancel the Agreement.

9. Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be effective when given or delivered if hand-delivered to the User at the office of his Employer, and to the Manager or Owner at:

Interstate North Office Park, L.P.
Suite 340
340 Interstate North Parkway
Atlanta, Georgia 30339
Attention: Property Manager

10. Any liability of Owner for Owner's obligations under this Agreement shall be limited to Owner's interest in the Park and User shall not look to any other property or assets of Owner or the property or assets of any partner, member, manager, shareholder, director, officer, affiliate, beneficiary, trustee, principal, employee or agent of Owner in seeking to satisfy any judgment against Owner.

11. User understands that Owner has no obligation to provide the Fitness Centers as a Park amenity; and this Agreement shall terminate as to the discontinued Fitness Center at such time, if any, that Owner determines to discontinue offering either of the Fitness Centers as an amenity. Such termination shall be effective on the last day upon which Owner offers the terminated Fitness Center as a Park amenity.

12. User understands that this Agreement represents the entire agreement between User, Manager and Owner, and that this Agreement may not be changed, amended or any provision waived, except in a writing signed by User, Manager and Owner. If any provision of this Agreement shall be held void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. All of the representations, warranties, covenants, conditions, agreements and undertakings of User set forth in this Agreement shall survive the termination and/or expiration of this Agreement.

USER HAS CAREFULLY READ THIS AGREEMENT, AND FULLY UNDERSTANDS ITS CONTENTS, MEANING, AND INTENT AND FREELY AND VOLUNTARILY AGREES TO ALL OF ITS TERMS AND CONDITIONS, AND SIGNS THIS AGREEMENT OUT OF HIS OR HER OWN FREE WILL WITH THE FULL INTENT THAT IT BE LEGALLY BINDING AND GIVEN FULL FORCE AND EFFECT.

User Signature: _____ Date: _____

Printed: _____