

FITNESS ROOM WAIVER

1. The undersigned (“Member”) acknowledges that he/she has informed his/her Employer and FSP Two Ravinia Drive, LLC (“Owner”) that Member desires to use the Fitness Room on the mall level of Two Ravinia Drive, Atlanta, Georgia (the "Fitness Room"), the equipment in the Fitness Room and the locker area. Member hereby further acknowledges that Member's use of the Fitness Room, the equipment in the Fitness Room and the locker area is subject to the provisions hereof and the rules and regulations attached hereto.
2. Member hereby certifies, warrants and represents to Owner, that Member is in good physical condition, has been examined by a physician in the last 12 months, and is in such physical condition that Member is able to safely use the Fitness Room, the equipment in the Fitness Room and the locker area without injury. Member acknowledges that neither Owner, nor any Owner Parties (as hereinafter defined), gave Member medical advice before using the Fitness Room, and cannot give Member any such advice at any time, relating to Member’s physical condition or ability to use the Fitness Room. Member expressly agrees Member is solely responsible for any adverse medical or physical impact on Member as a result of Member’s use of the Fitness Room.
3. Member hereby acknowledges that Member's use of the Fitness Room, the equipment in the Fitness Room and the locker area will not be supervised by any person, including, without limitation, any representative, agent, partner, director, officer or employee of Owner. Member hereby further acknowledges that Member's use of the Fitness Room, the equipment in the Fitness Room and the locker area may result in injury to Member. Member hereby further acknowledges that Member may be injured by other persons using the Fitness Room, the equipment in the Fitness Room and/or the locker area. Member hereby assumes any and all risk related, directly or indirectly, to Member's use of the Fitness Room, the equipment in the Fitness Room and the locker area.
4. Member expressly agrees that under no circumstance is Owner or any Owner Parties liable to Member for any property that is damaged, lost, or stolen whether on or around the Fitness Room or wherever situated or placed. Member hereby acknowledges that there are no security guards or security cameras within the Fitness Room. Member expressly agrees that under no circumstance is Owner or any Owner Parties liable to you for personal security against, without limitation, physical attack, robbery, or any other personal injury or property loss whenever said injury or loss takes place. If Member directly or indirectly causes any personal injury or property loss to any other member, guest, invitee, or employee in the Fitness Center, Member expressly agrees that Member will be fully liable and responsible for any and all such injury or loss.
5. Member, for himself/herself and his/her heirs, successors, and assigns, hereby remises, releases and discharges Owner and its successors, assigns, former or present directors, officers, partners, agents and employees and affiliated entities, including without limitation, FSP Two Ravinia Drive, LLC, Franklin Street Properties Corp., FSP Property Management LLC, Hines Interests Limited Partnership and Hines Holdings, Inc. (collectively, the “Owner Parties”), from and against any and all causes of action, contracts, agreements, liabilities, damages, covenants, judgments, and claims known or unknown, related, directly or indirectly, to Member's use of the Fitness Room, the equipment in the Fitness Room and/or the locker area.
6. Member, for himself/herself and his/her heir, successors and assigns, hereby agrees to indemnify and hold harmless Owner and the Owner Parties from and against any mechanics’ lien or claim therefore, any claim cause of action, lawsuit, damage, injury, death, liability, loss, cost or expense (including, without limitation, attorneys’ fees and disbursements) arising out of Member's use of the Fitness Room, the equipment in the Fitness Room and/or the locker area.
7. Member hereby acknowledges that use of the Fitness Center is a privilege and that Owner and/or management reserves the right to terminate his/her use of the Fitness Room at any time, in their sole discretion. Further Owner or its representative may modify the terms contained herein and require Member to sign new waiver form.
8. Member acknowledges that neither Owner nor any Owner Parties made any representation or promise upon which Member relied that are not stated in this document, and that this document contains the entire agreement between Member and Owner and replaces any oral or written contract respecting the subject matter herein.

IN WITNESS WHEREOF, the undersigned Member has executed this instrument under seal pursuant to Georgia law as of the _____ day of _____, 20____.

Witness

Signature

Company

Print Name