



## Washington Square 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 Washington Square, in the building and on the common grounds located at 100 Washington Avenue South, Minneapolis, Minnesota.

I understand that the Fitness Activity, which is unsupervised, involves strenuous physical exertion and will require sound judgment at all times during my participation. I understand that SRI Ten Washington Square LLC, a Delaware limited liability company, 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 damage 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.**

Employee Name (Please Print): \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Male/Female: \_\_\_\_\_

Employee Company: \_\_\_\_\_ Building: \_\_\_\_\_ Phone: \_\_\_\_\_

Employee Access Card #: \_\_\_\_\_



Go Green! Please fill out, scan and email to [wshsq@shorenstein.com](mailto:wshsq@shorenstein.com)