

**CORNERSTONE ONE  
FITNESS CENTER  
INFORMED CONSENT AND RELEASE  
OF LIABILITY  
("Consent and Release")**

I \_\_\_\_\_, an employee of \_\_\_\_\_ ("Tenant") wish to make use of the fitness center located at Cornerstone One ("Building"). I understand that PG-Plantation CS One, LLC ("Owner"), is making the fitness center available to tenants of the Building and their employees. I understand and agree that my use of the fitness center and the facilities and equipment located therein, is at my own risk. I understand and agree that the Owner will not provide any instruction or direction regarding the use of the equipment and that I will not use any piece of equipment with which I am not thoroughly familiar and which I do not know how to operate. I understand that the Owner may make available, upon request, materials supplied by the manufacturer or lessor of such equipment, but that the Owner is not required to maintain or provide such materials. I agree that the Owner will not be held liable or responsible in any way for the contents of or any omissions from such materials.

I understand that the risks associated with my participation in strenuous exercise include, but are not limited to, abnormal blood pressure and heart rate, fainting and heart attack. I acknowledge that it is my responsibility to obtain a medical examination prior to utilizing any of the equipment in the fitness center.

I acknowledge that I have received and read a copy of the Rules and Regulations attached hereto governing the use of the fitness center and equipment, and I agree that I will fully comply with these Rules and Regulations as they are amended from time to time.

I agree that the Owner shall not be held liable or responsible in any way should I be injured while using the fitness center, equipment and materials located therein, regardless of whether such injuries are caused by or resulted from any negligence on the part of the Owner. Also, I agree to indemnify the Owner from any lawsuits, claims, damages, including costs and attorney's fees, incurred as a result of or in connection with my use of the fitness center. I understand that the Owner is relying upon this Consent and Release in permitting me to use the fitness center and the facilities, equipment and materials located therein and that this Consent and Release shall remain in full force and effect until such time as I am no longer permitted to utilize the fitness center facilities.

I agree that I will not lend my security card to anyone or allow anyone into the fitness center with my card on penalty of revocation, without notice, of my fitness center privileges.

I hereby acknowledge that the Owner has made no representations or warranties with respect to the condition, use or maintenance of the fitness center and the equipment therein and that I am using the fitness center at my sole risk.

\_\_\_\_\_  
Tenant Representative

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## RULES AND REGULATIONS

The Building is equipped with an exercise fitness center located on the 1<sup>st</sup> floor, North Wing. Access to the fitness center will be controlled by the use of electronic cards. Access to the fitness center will only be provided upon receipt by Owner of a signed Consent and Release form. This form shall be signed by the employee and witnessed by the Tenant (the employee's employer). A copy of the Consent and Release should be kept on file at the employee's administrative office. The fitness center is equipped with showers and changing area with lockers. The following Rules and Regulations are intended to make the exercise fitness center safe, enjoyable, and pleasant for all users. These rules are applicable to all users and may be changed from time to time in order to provide for safe, orderly, and enjoyable use of the fitness center.

1. Use: Only those individuals who are currently employed by a company that is a tenant in the Building and who have completed a Consent and Release form may use the fitness center. No guests are permitted. Users shall utilize the fitness center and related equipment solely for exercise and weight training.
2. Hours of Operation: The fitness center may be used 24 hours a day, 7 days a week. Heating and ventilation ("HVAC") will be provided during normal building hours. HVAC will be provided after hours upon Tenant's request at rates and in accordance with Tenant's lease. If more than one tenant requests HVAC services for the same time period, the cost will be divided among the tenants that have requested the service.
3. Clothing: The minimum acceptable attire in the fitness center shall be gym shorts, tee shirts, and appropriate footwear. Any conventional exercise attire is permissible including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes, dance slippers, or similar footwear must be worn at all times.
4. Conduct: Any conduct which unreasonably interferes with the use or enjoyment of the fitness center or the equipment by other persons, or disrupts or interferes with normal, safe, orderly, and efficient operation of the fitness center or the equipment, is strictly prohibited. Personal radios, tape recorders, or other similar equipment may not be used without headphones.
5. Use of Tobacco Products: Smoking of any kind or other consumption of tobacco products is strictly prohibited.
6. Solicitations and Petitions: Solicitations for the sale of any product, service, or charitable contribution, and petitions of any kind are strictly prohibited.
7. Identification: Users must be prepared at all times to present their identification cards while using the fitness center.
8. Food and Beverages: Food and beverages are prohibited and shall not be brought into the fitness center for consumption within the fitness center.

9. Notices, Complaints, or Suggestions: Users must immediately notify building management in the event they discover any unsafe or hazardous defect or condition relating to the fitness center or the equipment, or any serious breakage, sickness, fire, or disorder at the fitness center. Complaints or suggestions as to the operation, maintenance, services, or equipment at the fitness center should be registered directly with the building management.
10. Other Facilities: All Rules and Regulations apply to the shower facilities.
11. Violation of Rules: Failure or refusal to comply with these Rules and Regulations may result in the loss of individual privileges.
12. Maintenance: No user shall leave any litter, trash, debris, or articles of clothing at the fitness center.