



## FITNESS CENTER WAIVER AGREEMENT

I, \_\_\_\_\_, an employee of \_\_\_\_\_, a Tenant located at \_\_\_\_\_ (floor number/suite number) at \_\_\_\_\_ (Building number) PPG Place ("Building") which is owned by Highwoods Properties ("Owner") and managed by Jones Lang LaSalle Americas, Inc. ("Manager") wish to make use of the fitness center facilities and equipment ("Fitness Center") located in Building 2PPG Place. In connection with my use of the 2PPG Place Fitness Center, I understand, acknowledge, and agree to the following:

1. The Owner & Manager of the Building is making the Fitness Center available only to tenants of the Building and their employees who have signed a Fitness Center Waiver Agreement – **NO GUESTS, FAMILY MEMBERS, CHILDREN OR ANIMALS ARE PERMITTED TO USE THE FITNESS CENTER.**
2. My use of the Fitness Center is at my own risk. I understand that the Fitness Center will not be staffed by personnel at any time.
3. Neither the owner nor manager will not provide any instruction, supervision, or direction regarding the use of the Fitness Center. The Owner/Manager may make available, upon request, materials supplied by the manufacturer of equipment in the Fitness Center, but the Owner/Manager is not required to maintain or provide such materials, and I agree that the Owner/Manager will not be held liable or responsible in any way for the contents of or any omissions from such materials. I will not use any piece of equipment in the Fitness Center with which I am not thoroughly familiar and which I do not know how to operate.
4. The Owner/Manager has advised me to obtain a medical examination prior to utilizing any of the facilities and equipment in the Fitness Center, and I accept full responsibility for my medical and physical fitness touse those facilities and equipment.
5. I am solely responsible for the security and safety of my personal property while using the Fitness Center.
6. The Owner/Manager shall have the right from time to time, to establish rules and regulations governing the useand enjoyment of the Fitness Center and I agree to comply with such rules and regulations.
7. The Owner/Manager has the right at any time to close the Fitness Center, either temporarily or permanently.
8. The Owner/Manager has the right to deny me access to the Fitness Center if I fail to comply with the rules and regulations governing the Fitness Center or the terms of this Agreement.

I agree that the Owner/Manager and its employees and agents shall not be held liable or responsible in any way if I am injured, or if my personal property is damaged or stolen while I am using the FitnessCenter or any facilities or equipment in the Fitness Center, regardless of whether such injuries, damages or losses arecaused by or result from any negligence on the part of the Owner or its employees or agents. Also, I agree to indemnify and hold the Owner/Manager and its employees and agents harmless from any and all losses, lawsuits, claims or damages, including costs and attorney's fees, arising out of or resulting frommy use of the Fitness Center, or arising out of or resulting from the use of the Fitness Center by any unauthorized person whom I permit to use the Fitness Center.

I understand that the Owner/Manager is relying upon this Waiver Agreement in permitting me to use the Fitness Center, and that this Waiver Agreement shall remain in effect so long as I utilize the Fitness Center. I further agree that I will not allow any unauthorized person to use my access card to the Fitness Center.

SIGNATURE

EMAIL

