



Fitness Agreement and Release

3445 PT Buckhead, LLC ("Landlord") has made available, in the building commonly known as 3445 Peachtree ("Building"), a fitness and workout Facility (the "Facility") for the use of tenants and their employees. The undersigned (the "user") shall be permitted to make use of the Facility and a locker within the Facility (the "Locker") upon the following terms and conditions.

1. User acknowledges that User is (a) eighteen (18) years of age or older, and (b) a tenant or an employee of a tenant which is located in the Building and that User's place of employment is located in the Building. User agrees that if for any reason the User ceases to be Tenant, User's right and privilege to use the Facility will immediately and automatically terminate.
2. User will use the Facility and Locker only in accordance with rules and regulations adopted by Landlord from time to time, in Landlord's sole discretion.
3. User acknowledges that the Facility will not be supervised and, therefore, User shall make use of the Facility at User's own risk.
4. User shall not allow any other person to use his or her activated building access card nor allow any other persons without an activated building access card access to the Facility.
5. User agrees that all items stored in the Locker will be at the User's sole risk and releases and discharges Landlord from any and all claims, actions, losses, damages, and liability relating to or arising out of User's use of the Locker or the loss or destruction of any items stored in the Locker. User acknowledges and agrees that the Locker may only be used during such times as User is using the Facility and that all contents shall be removed from the Locker each time User leaves the Facility.
6. User agrees that the Locker will only be used to store User's personal possessions incidental to User's use of the Facility (such as clothes, coat and gym bag) and will not be used to store any hazardous substances or dangerous or noxious pollutants or contaminants, or toxins. User further agrees that Landlord may remove any such items from the Locker.
7. User agrees that any physical exercise, activity or use of any equipment in the Facility or the Building, is done so voluntarily and at User's sole risk. User acknowledges and agrees that he/she is voluntarily participating in activities and use of the Facility and assumes all risk of injury, illness, damage and loss to User and User's property which may arise in connection therewith including, without limitation, any loss or theft of any personal property whether located in the Facility or Building. By signing its name below, User releases and discharges Landlord, its affiliates, and their respective officers, partners, employees, agents, contractors, representatives, successors and assigns from any and all claims or causes of action (known or unknown) arising in connection with User's use of the Facility, the Building or User's acts or negligence.

User acknowledges that he/she has carefully read this Agreement and Release and fully understands that it is legally binding waiver and release of liability. User waives any rights that he/she has to bring legal action to assert any kind of claim against Landlord, its affiliates, and their respective officers, partners, employees, agents, contractors, representatives, successors and assigns.

"USER":

PRINTED NAME: _____ SIGNATURE: _____

PHONE NUMBER: _____ DATE: _____

EMPLOYER'S NAME & SUITE #: _____