

451 D Street

Fitness Center Waiver and Release

451 D Street, South Boston, Massachusetts

The use of the Fitness Center (the “Facilities”), owned by RREF II 451 D, LLC (the “Landlord”), shall be specifically for the Tenant Employee (the “Employee” or “you”) named in this Waiver. In the event the named Employee shall be no longer employed in the Building, the Employee will no longer have the right to use the Facilities and will not be reimbursed for remaining fees paid prior to the end date of employment.

You acknowledge that the Facilities are not staffed, and persons using the Facilities will not be supervised. In Addition, the Facilities will not have dedicated security. Landlord shall not be responsible for any personal belongings brought to the Facilities, whether lost, stolen, damaged, etc. Please report any issues or concerns promptly to the building manager if during business hours or to building security after hours.

Landlord encourages all persons using the Facilities to consult a physician before beginning exercise, especially those with any potential personal health problems or exercise restrictions. Please be aware that because the Facilities will not be staffed or supervised, medical assistance in the event of an injury or emergency may not be immediately available. If at any time during your use of the Facilities you begin to feel faint, dizzy, or have physical discomfort, you should stop immediately and seek medical assistance at once.

Use of the Facilities is at your own risk. Landlord shall not be liable for any injuries or damages resulting from your use of the Facilities. Your acceptance of this risk is a condition to your authorized use of the Facilities. By Signing below, you agree to hold Landlord and its principals, directors, officers, members, managers, employees, representatives, and agents harmless from and against any and all loss, claim, injuries, damages, and liability arising from or relating to your use of the Facilities, and you acknowledge that you accept full responsibility for your health and well being in connection with your use of the Facilities.

You understand that use of the Facilities is a privilege and Landlord reserves the right to evoke such privilege for any abuse of or misconduct in the Facilities, or abuse of its equipment and services.

The foregoing is acknowledged and agreed:

Tenant (Employer) Name: _____

Tenant Employee (Print Name): _____

Member Signature: _____

Date: _____

Please fill out contact information on the back of this form.

Member Email: _____

Member Phone Number: _____

MEMBERSHIP PLAN (Please check one):

- _____ 1 to 5 Months: \$20 per month
- _____ 6 Month: \$100 (one month is free)
- _____ 12 Month: \$200 (two months are free)

Payments are accepted by credit card in the Management Office on Tuesdays and Thursdays.

All payments are non-refundable.

Office Use Only:

Payment Received: _____ Check Number: _____

Received By: _____

Date: _____