

KEYSTONE TECHNOLOGY PARK

EXERCISE ACTIVITIES AGREEMENT AND RELEASE OF LIABILITY

1. As a tenant, or an employee of a tenant, in the Keystone Technology Park (the “Project”) owned by Durham KTP Holdings, LLC and its affiliates (collectively, “Landlord”) and managed by Longfellow Property Management, LLC (“Manager”), I intend to use those certain facilities, and that certain equipment and machinery (collectively referred to herein as, the “Exercise Equipment”) located within the fitness facility in The Hub (the “Fitness Room”) offered by Landlord or Manager. In consideration of the free use of the Fitness Room, I do hereby waive, release and forever discharge Landlord and Manager, their successors and assigns, and their officers, agents, employees, representatives, executors, and all others (the “Indemnified Parties”) from any and all responsibilities or liability arising from injuries or damages resulting from my participation in any exercise activities (or any other activity occurring in the Fitness Room or anywhere in the Project), or my use of any Exercise Equipment. Further, I hereby release the Indemnified Parties, as well as any others acting on their behalf, from any responsibility or liability arising from any injury to myself or others, or from damage to any property, in any way connected with my use of the Fitness Room or any Exercise Equipment and from any exercise activity conducted at the Project, including without limitation any damage or injury caused by the negligent act or willful misconduct of Landlord or Manager (or others acting on their behalf).
2. I understand and am aware that strength and flexibility training, aerobic exercise, and the use of Exercise Equipment, is a potentially hazardous activity that involves a risk of injury and death. I acknowledge that I am voluntarily participating in these activities and am voluntarily using the Exercise Equipment with full knowledge of the dangers involved and hereby expressly assume and accept any and all risks of injury or death related to or arising out of my use of such Exercise Equipment or performing any exercise activity.
3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in exercise activities or use of the Exercise Equipment and acknowledge that I have been advised to receive a physician’s approval prior to participating in any Exercise Activities or using the Exercise Equipment. I am fully cognizant of the risks involved and do hereby assume all responsibility for my participation in such activities, and utilization of such equipment.
4. I acknowledge and understand that the Fitness Room shall remain unstaffed and that neither Landlord nor Manager shall provide or be responsible for providing any supervisory or security personnel at the Fitness Room or anywhere on the Project. I hereby agree to expressly assume and accept all risks associated with my use of the Fitness Room or conducting exercise activities anywhere on the Project, including any damages suffered as a result of the Fitness Room remaining unsupervised.
5. I acknowledge the access granted to me is for my personal use to the Fitness Room and is non-transferable and non-sharable. I acknowledge that I will not use foul language or take any action to interfere with the use of the Fitness Room by other users and that I will obey all rules posted or otherwise adopted by Landlord or Manager for the Fitness Room or exercise activities anywhere on the Project.

I hereby affirm that I have read and fully understand the above.

Name: _____

Company: _____

Phone: _____

Signature: _____

Date: _____

Employer Acknowledgment

As the employer of the individual noted above we do hereby release the Indemnified Parties, as well as any others acting on their behalf, from any responsibility or liability arising from any injury to the individual or others, or from damage to any property, in any way connected with the individual's use of the of the Fitness Room or any Exercise Equipment, or the individual's participation in any activity in the Fitness Room or on any other portion of the Project surrounding the Fitness Room, including without limitation any damage or injury caused by the negligent act or willful misconduct of Landlord or Manager (or others acting on its behalf).

Name of Employer: _____

Signature: _____

Name: _____

Title: _____

Date: _____