

FITNESS CENTER AND LOCKER ROOM RELEASE

I understand and agree that my use of the Fitness Center and Locker Rooms located at 6465 S. Greenwood Plaza Boulevard, Centennial, Colorado, ("Fitness Center") is undertaken at my sole risk, expense and responsibility. In consideration for my use of the Fitness Center, I and my heirs, executors, administrators, personal representatives, release, and waive any and all claims of every kind including, but not limited to, claims for bodily injuries, personal injuries, property loss or damage, negligence and attorneys' fees, whether known or unknown, foreseen or unforeseen, arising from the use of the Fitness Center. This release and waiver applies to the following entities who are referred to as "Released Parties" for the remainder of this document: GK PEAKVIEW TOWER, LLC and JONES LANG LASALLE AMERICAS, INC. and its officers, directors, partners, agents, employees, affiliates, successors and assigns; any owner(s) of the building in which the Fitness Center resides; my Employer and its directors officers, subsidiaries, partners, agents, employees, and successors and assigns; and any instructors or leaders of exercise classes or programs.

I understand and agree that Released Parties make no representations and warranties whatsoever with respect to the Fitness Center, including any warranty that the Fitness Center is safe, clean, free from disease or suitable for any particular purpose whatsoever, and I acknowledge that use of the Fitness Center is at my own risk. Released Parties shall have no responsibility to provide a monitor or security guard for the Fitness Center, and I acknowledge that Released Parties do not monitor the Fitness Center.

I have been provided a copy of and agree to comply with the present rules and regulations in force as of this date. I understand and acknowledge that failure to do so may result in termination of my access to the Fitness Center.

I understand and agree that the Released Parties shall not be responsible or liable to me for any articles, which are damaged, lost, or stolen in or about the Fitness Center or for any loss or damage to any personal property.

I understand and acknowledge that I have been strongly advised to have a complete physical examination before the commencement of my participation in any exercise activity or program at the Fitness Center, and that the use of the Fitness Center in any manner may cause physical injury or death, and that such use is solely at my own risk and expense.

I understand and agree that I am responsible for monitoring my own level of exercise and exertion and any risks involved in my use of the Fitness Center, and that any instructors or leaders of exercise classes or programs are not responsible for such monitoring.

I understand and authorize the Released Parties to obtain medical attention and/or services for me in the event I experience any adverse physical sign or symptoms, and release the Released Parties from any liability or claim relative to its obtaining these services. I further confirm that the Released Parties are under no obligation to obtain such services for me.

APPLICANT'S SIGNATURE: _____ DATE: _____

APPLICANT'S PRINTED NAME: _____ PHONE: _____

APPLICANT'S COMPANY NAME: _____ BADGE#: _____

APPLICANT'S COMPANY EMAIL ADDRESS: _____

PLEASE CIRCLE: MALE or FEMALE

Rules and Regulations-Fitness Center

6465 S. Greenwood Plaza Boulevard
Centennial, Colorado

1. The term "Fitness Center" refers to the indoor exercise facility currently located in suite 240 and the locker rooms currently located on the first floor.
2. The term "Manager" refers to GK Peakview Tower LLC and Jones Lang LaSalle Americas Inc.
3. Use of the Fitness Center is solely at the User's risk.
4. The Fitness Center is for the use solely by the employees of tenants of 6465 S. Greenwood Plaza Boulevard, Centennial, Colorado who have executed a Release for the use of the Fitness Center. Friends, family members and children are not eligible for Fitness Center privileges.
5. The Fitness Center and any equipment therein must be used in a safe and prudent manner, and equipment must not be misused.
6. Users of the Fitness Center must comply with all signs and notices posted at or about the Fitness Center from time to time by Manager.
7. Locks for the Fitness Center lockers shall be provided by the User and shall be placed on lockers only during the period the User is utilizing the Fitness Center. All personal property must be removed daily before 6:00 p.m. The Manager reserves the right to remove any personal property remaining in the Fitness Center, with no liability accruing to it as a result thereof.
8. Users must furnish their own towels and toiletry articles.
9. Users will read and follow all instructions for proper equipment usage.
10. User will respect those working in the offices adjacent to, above and below the Fitness Center by limiting noise levels and not dropping weights.
11. Smoking and/or eating in the Fitness Center are prohibited and may result in revocation of access to use the Fitness Center.
12. From time to time, Manager may issue keys, cards or other evidence of entitlement to access use of the Fitness Center. Manager may charge for any such keys or cards and assess a reasonable fee for replacement thereof.
13. Manager may, with or without prior notice, close the Fitness Center or limit access to, or use of, the Fitness Center to perform maintenance or repairs.
14. Access to the Fitness Center will be during those hours posted by Manager, as they may be amended from time to time.
15. Injury to any person or damage to the Fitness Center should be reported immediately to Manager. User agrees to submit a written description of any such injury or damage to Manager within forty-eight (48) hours after the occurrence of such injury or damage.
16. These Rules and Regulations may be amended from time to time by Manager with any such amendment(s) effective upon posting of any amendment(s) at the Fitness Center. Users will respect and follow all stated rules and regulations of the Fitness Center. Failure to do so could result in suspension of privileges to utilize the Fitness Center.