

**Waiver and Release of Claims Arising Out of the Use of the
Designers Guild Building Fitness Center Facilities**

I, _____ hereby request permission to use the Fitness Center, located on the lower level of the Designers Guild Building, 401 N. Third Street, Minneapolis, Minnesota, together with any and all equipment, and other facilities located therein (the "Fitness Facilities").

I understand and acknowledge that the Fitness Facilities are not public facilities, but are for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by *DGB Investors, LLC*; ("Landlord") or its authorized representative to use the facilities, and who read and sign this **WAIVER AND RELEASE**.

I understand that the Fitness Facilities shall be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representatives, including but not limited to its property manager, who may be present at any time in the Fitness Facilities are not trained or authorized to provide health, fitness, medical assistance or advice.

I understand and acknowledge that there are risks inherent with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities, including but not limited to serious bodily injury or even death.

I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities without first consulting my personal physician and considering any particular risks I may incur in participating in these activities.

I acknowledge that any safety equipment needed and/or required by law are to be provided by me.

I HEREBY ASSUME ALL OF THE RISKS OF USING THE FITNESS FACILITIES AND THE EQUIPMENT THEREIN. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE FITNESS FACILITIES, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE AGAINST LANDLORD, AND ITS SUCCESSORS, ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, OWNERS, MANAGERS, TENANTS, OR CONTRACTORS (COLLECTIVELY, "LANDLORD PARTIES") FOR ANY AND ALL LOSSES, COSTS, EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, DAMAGES, OR LIABILITIES WHATSOEVER OF ANY NATURE, INCLUDING PROPERTY DAMAGE, LOSS OR THEFT, BODILY INJURY OR DEATH, ARISING OUT OF (i) MY USE OF THE FITNESS FACILITIES, (ii) THE NEGLIGENCE OR OTHER ACTS OF THE LANDLORD PARTIES, WHETHER DIRECTLY CONNECTED TO MY USE OF THE FITNESS FACILITIES OR NOT, AND HOWEVER CAUSED, OR (iii) THE CONDITION OF THE FITNESS FACILITIES. FURTHER, I AGREE TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE, THE LANDLORD PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY USE OF THE FITNESS FACILITIES, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A LANDLORD PARTY.

I also agree that my use of the Fitness Facilities shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its



authorized representative, and further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord at the Fitness Facilities.

I agree that my failure to use the Fitness Facilities in accordance with the Rules and Regulations or as directed by such agents or representatives at the Fitness Facilities may result in the permanent loss of my privileges to use the Fitness Facilities.

I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

The rights and obligations of this Contract are personal to you and are not transferable or shareable by you to any other person or entity.

I agree to follow the Fitness Center Rules and Regulations listed in Exhibit A attached.

Signed: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

Access Card #: _____

Enrollment Fee Pd: _____

EXHIBIT A
Designers Guild Building Fitness Center Facilities Rules and Regulations

The Fitness Facilities are not supervised, and you are exercising at your own risk and are assuming all risk of personal injury and of damage to your property. Consult with your physician before using the Fitness Facilities, for your safety as well as the safety of others. Landlord and management are not responsible for injuries or accidents in the Fitness Center as further set forth in the Waiver and Release of Claims form. Read each of these rules and regulations before using the Fitness Center. The Fitness Center is currently open 24 hours with keycard access.

1. Use of the Fitness Center is limited to tenants of the Designers Guild Building only. No guests are allowed.
2. Do not bring food or drinks into the Fitness Facilities (other than water bottles).
3. Wear shirts, appropriate shorts or pants and athletic shoes when using the Fitness Facilities.
4. Please do not enter the Fitness Facilities with oil, grease or any foreign substance on your shoes.
5. Please be considerate of others. Wipe down equipment after each use and treat others as you would have them treat you. Use of cardiovascular equipment is limited to 30 minutes when people are waiting.
6. Return all weights to the racks after use.
7. **IMPORTANT:** do not use equipment unless you fully understand written instructions on proper use. Carefully watch exercise equipment in motion, and always use the equipment within your ability and in a controlled, safe manner. The equipment may be used only in the manner for which it was designed. Do not abuse the equipment or the facility.
8. Use only the exercise equipment provided by the Fitness Facilities. No one may bring weights or apparatus from outside for safety reasons. Moving the exercise equipment is not permitted. Please report any equipment problems to building management.
9. **DO NOT USE** the exercise equipment if you are taking any medication that causes drowsiness or if you have any medical condition which makes such use inappropriate.
10. **DO NOT USE** the exercise equipment if you have medical conditions such as open cuts, abrasions, sores, infections or similar maladies or if you are unable to maintain proper personal hygiene.
11. To protect your belongings, use a lock to secure them in a locker while you are using the Fitness Facilities. Locks left overnight may be removed by the building management. Neither Landlord nor building management will be responsible for any personal property left within the Fitness Facilities, including any items stored in lockers.
12. Report any injuries or problems immediately to building management.
13. Offensive behavior of any kind will NOT be tolerated in the Fitness Facilities. You may be removed from the Fitness Facilities for any such behavior and multiple instances of offensive behavior may result in the permanent loss of use of the Fitness Facilities. Any behavior you feel is inappropriate should be reported to building management immediately.
14. Fitness Center Rules and Regulations, hours and policies are subject to change
15. The rights and obligations when using the Fitness Facilities are personal to you and are not transferable or shareable by you to any other person or entity

The Fitness Facility is open for the enjoyment of Designers Guild Building tenants and their employees. Please assist us in maintaining these facilities' cleanliness by disposing of all trash in the receptacles provided. Please report any problems immediately to the building management.