

AGREEMENT AND RELEASE OF LIABILITY

*6455 S. Yosemite St.
Greenwood Village, Colorado 80111*

In consideration of my use of the exercise equipment and facilities provided by BRI 1860 Yosemite LLC, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that BRI 1860 Yosemite LLC, a Delaware limited liability company, and Accesso Services LLC., and their respective affiliates, partners, members, officers, agents, employees, contractors, lenders, representatives, and tenants, and any others acting on their behalf (collectively, the "Released Parties"), shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the Released Parties. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the Released Parties, its insurers, affiliates, partners, members, officers, agents, employees, contractors, lenders, representatives, and tenants, and any others acting on their behalf, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities. [PLEASE INITIAL _____]

I expressly agree to indemnify and hold the Released Parties harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest. [PLEASE INITIAL _____]

I agree to be solely responsible for safety and well-being of my guest and myself. I understand that the Released Parties do not provide supervision, instruction, or assistance for the use of the facilities and equipment. [PLEASE INITIAL _____]

I agree to comply with all rules imposed by the Released Parties regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. [PLEASE INITIAL _____]

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death. [PLEASE INITIAL _____]

I understand and agree that the Released Parties are not responsible for property that is lost, stolen, or damaged while in, on, or about the premises. [PLEASE INITIAL _____]

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment. [PLEASE INITIAL _____]

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Signature: _____

Date: _____, 20____

Printed Name: _____

Company: _____

Card Access #: _____

Suite: _____