

RELEASE AND WAIVER
FOR USE OF FITNESS CENTER

The undersigned represents that he/she/they is at least eighteen (18) years of age on the date hereof and is authorized to use the fitness facility located at 1235 Westlakes Drive, Berwyn, PA 19312. The undersigned acknowledges that a fitness facility ("Fitness Center") is located in the lower level of the building and contains exercise equipment for the tenants' use.

The undersigned acknowledges and agrees that the Fitness Center is only available for the benefit of those eligible persons desiring to utilize same and that there is no supervision of the Fitness Center and that the undersigned is using this facility at his/her own risk. All users of the Fitness Center must execute this Release and Waiver in order to use the Fitness Center.

The undersigned acknowledges and agrees that the Fitness Center may only be used in accordance with provisions herein and in accordance with the Rules and Regulations regarding the use of the Fitness Center.

The undersigned acknowledges and agrees that guests are not permitted to enter or to use the Fitness Center at any time.

The undersigned agrees to hold **Westlakes KPG III, LLC, Accesso Partners, LLC**, and its directors, officers, agents, property manager (**Accesso Services, LLC**) and their/its employees, harmless from and against any and all claims, suits, losses, damages, costs, fees expenses (including reasonable attorneys' fees and costs) or causes of action which may arise by reason of or in connection with use of the Fitness Center by the undersigned. In addition, the undersigned hereby irrevocably and unconditionally releases the **Westlakes KPG III, LLC, Accesso Services, LLC & Accesso Partners, LLC** and its directors, officers, agents, property manager and their/its employees from any and all liability for injury or death to the undersigned occasioned by or from the use of the Fitness Center by the undersigned and agrees not to assert any claim against **Westlakes KPG III, LLC, Accesso Services, LLC & Accesso Partners, LLC** or any of its directors, officers, agents, property manager, or their/its employees by reason of or in connection with any such injury or death.

The undersigned acknowledges that **Westlakes KPG III, LLC**, will provide an access fob/card for the undersigned's use, and agrees, that upon (i) termination of the undersigned's membership term, or (ii) such date as the undersigned ceases to be a Tenant, the undersigned shall return the access fob/card to **Westlakes KPG III, LLC**. The undersigned agrees to pay to **Westlakes KPG III, LLC** twenty and No/100 Dollars (\$20.00), **in check or money order**, for the replacement of the access card in the event the undersigned does not return the card to **Westlakes KPG III, LLC** upon termination of the undersigned's membership term or if the card is lost or stolen. Any damaged access cards may be returned to **Westlakes KPG III, LLC (Accesso Services, 1205 Westlakes Drive, Suite 285)** and exchanged for a new card at no charge to the undersigned.

The undersigned agrees that all items stored in the Locker (located in the Fitness Center) will be at the undersigned's sole risk and releases and discharges **Westlakes KPG III, LLC** from any and all claims, actions, losses, damages and liability relating to or arising out of the undersigned's use of the Locker or the loss or destruction of any items stored in the Locker. The undersigned acknowledges and agrees that the Locker may only be used during such times as User is using the Fitness Center and that all contents shall be removed from the Locker each time the undersigned leaves the Facility.

The undersigned agrees not to use any padlocks in the Fitness Center, except to secure items permitted in the Locker and only during such time as the undersigned is actually using the Fitness Center as described above. The undersigned agrees that **Westlakes KPG III, LLC or its property manager** shall have access to the Locker at all times for the purpose of inspecting the same and shall have the right to retake possession of the Locker at any time for any reason, all without compensation to the undersigned for any loss to any lock or other means employed by the undersigned to secure the Locker.

The undersigned agrees that the Locker will only be used to store the undersigned's personal possessions incidental to the undersigned's use of the Fitness Center (such as street clothes, coat and gym bag) and will not be used to store any hazardous substances or dangerous or noxious pollutants or contaminants, toxins or hazardous substances. User further agrees that any such items may be removed from the Locker by **Westlakes KPG III, LLC or its property manager**.

The undersigned acknowledges and agrees that this is a Release and Waiver with legal effect; that the undersigned signs it knowingly and willingly and acknowledges that the Fitness Center will not be supervised; that the undersigned shall utilize the Fitness Center at his/her own risk; and that absent the undersigned executing this Release and Waiver, utilization of the Fitness Center shall not be permitted by undersigned. The undersigned further acknowledges that use of the Fitness Center by the undersigned shall at all times be in strict compliance with the Rules and Regulations as the same may be amended from time to time and **Westlakes KPG III, LLC or its property manager**, in its sole discretion, may terminate the right of the undersigned to utilize the Fitness center at any time and without notice to the undersigned if any of the Rules and Regulations or if any of the provisions of this Release and Waiver are violated.

It is hereby agreed:

DATE

SECURITY FOB/CARD NUMBER (located on the card)

SIGNATURE

PRINTED NAME

MEMBER'S WORK PHONE NUMBER

New Membership

Renewal

MEMBER'S WORK E-MAIL ADDRESS

BUILDING NAME AND ADDRESS WHERE MEMBER WORKS

EMPLOYER'S NAME AND ADDRESS

SUPERVISOR'S NAME AND CONTACT PHONE NUMBER OR E-MAIL

**Accesso Services, LLC
1205 Westlakes Drive, Suite 285
Berwyn, PA 19312
kwertz@accessoservices.com**

Please note that there is a **two (2)-business day processing time** for all membership applications. For questions related to access to the Fitness Center, please call (215) 934-8348.