

FITNESS CENTER USER WAIVER

(225^XYZ)

NOTICE: THIS WAIVER AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING.

I, the undersigned, in consideration of being granted access to the AquaVie Fitness and Wellness Club (the **“Fitness Center”**) by UNITED XYZ LLC (including its successor and assigns, **“Landlord”**) acknowledge and agree to the following:

- 1. No Landlord Responsibility.** I acknowledge that the Landlord does not operate, maintain, or supervise the Fitness Center and that my access is provided solely as a convenience. I do not rely on the Landlord for any assurances regarding the Fitness Center's safety, condition, or suitability for use.
 - 2. Assumption of Risk.** I understand that using the Fitness Center involves inherent risks, including but not limited to physical injury, illness, property damage, or death, which may result from exercise, use of equipment, or the condition of the premises. I knowingly and voluntarily assume all such risks associated with my use of the Fitness Center.
 - 3. Waiver and Release of Liability.** To the fullest extent permitted by California law, I hereby waive, release, and discharge the Landlord, its agents, employees, successors, and assigns, from any and all claims, demands, actions, or causes of action arising out of or related to my use of the Fitness Center, including any injury, loss, or damage caused by the Landlord's ordinary negligence. This waiver does not apply to claims arising from the Landlord's gross negligence, willful misconduct, or violation of any legal duty that cannot be waived under California law.
 - 4. Health and Fitness Acknowledgment.** I confirm that I am in good physical condition and have no known medical or health conditions that would prevent me from safely using the Fitness Center. I agree to consult a physician before beginning any exercise program if I have any concerns about my ability to participate safely.
 - 5. Rules and Regulations.** I agree to comply with all rules and regulations posted at the Fitness Center or provided by the Fitness Center. I understand that failure to comply may result in the termination of my access privileges.
 - 6. Indemnification.** To the extent permitted by law, I agree to indemnify and hold harmless the Landlord from any claims, damages, or liabilities arising from my use of the Fitness Center, including claims brought by third parties.
 - 7. California Law.** This waiver is governed by California law. If any provision is found unenforceable, the remaining provisions shall remain in full effect.
 - 8. Voluntary Agreement.** I have read this waiver carefully, understand its terms, and sign it freely without coercion. I am at least 18 years of age and legally competent to execute this agreement.

Signature: _____

Printed Name: _____

Date: _____

Employee of: _____

Employee of: _____ in Suite # _____
(Tenant Name) (Suite #)