

**RELEASE AND WAIVER OF LIABILITY**  
**LINCOLN CROSSING FITNESS CENTER**

I desire to use the fitness center facilities and equipment in the Lincoln Crossing Fitness Center (the “*Fitness Facilities*”), in the building commonly known as Lincoln Crossing, located at 1775 Sherman Street/1776 Lincoln Street, Denver, CO (the “*Building*”), owned by TR Denver Financial Center LLC (“*Owner*”). As lawful consideration for being permitted to use the Fitness Facilities, I agree to all of the terms and conditions set forth in this agreement (this “*Agreement*”).

I certify that I am in good physical condition and able to participate in exercise and fitness activities and use the Fitness Facilities. I represent that I have no health ailment, impairment or other illness preventing me from engaging in exercise or fitness activities that may be detrimental to my health, safety, or physical condition. I will perform all exercise and participate in all activities at my own pace and at my own risk.

I understand that neither Owner nor its employees, personnel or agents have represented that they have expertise in (a) diagnosing, examining or treating medical conditions of any kind; (b) determining the effect of any specific exercise; (c) prescribing any exercise program; or (d) instructing in the use of any exercise equipment.

I am aware and understand that in using the Fitness Facilities and/or in participating in exercises or fitness activities, there is the risk of serious injury, death, and/or property damage. I acknowledge that any injuries I sustain may be compounded by negligent emergency response or rescue operations of Owner. I acknowledge that I am voluntarily using the Fitness Facilities with knowledge of the danger involved and hereby agree to accept and assume any and all risks of such injury, death and/or property damage, whether caused by the negligence of the Owner or otherwise.

I, on behalf of myself and my heirs, executors, administrators and assigns, fully and forever hereby expressly waive and release any and all claims, now known or hereafter known, against the Owner, and its officers, directors, employees, agents, affiliates, owners, successors and assigns (collectively, “*Releasees*”), on account of injury, death or property damage arising out of or attributable to my use of the Fitness Facilities and participation in any activities or programs at the Fitness Facilities, whether arising out of the negligence of the Owner or any Releasees or otherwise. I covenant not to make or bring any such claim against the Owner or any other Releasee, and forever release and discharge the Owner and all other Releasees from liability under such claims.

I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS’ FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, ARISING OUT OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED MY USE OF THE FITNESS FACILITIES OR MY BREACH OF THIS AGREEMENT.

This Agreement constitutes the sole and entire agreement of the Owner and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Owner and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of

the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Denver County in Denver, Colorado and I hereby consent to the exclusive jurisdiction of such courts.

I further acknowledged that I have received and read a copy of the Rules and Regulations governing the use and hours of operation of the Fitness Facilities which are incorporated herein by this reference. I agree that I fully will comply with the Rules and Regulations as they are amended from time to time. The Owner may, in its sole and absolute discretion, amend the Rules and Regulations from time to time as it deems appropriate or necessary. On all questions regarding the interpretation of the Rules and Regulations, the decision of the Owner will be final.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE OWNER.**

**Agreed and Accepted by:**

\_\_\_\_\_

Name (printed)

\_\_\_\_\_

Tenant (Company) Name

\_\_\_\_\_

Name (signature)

\_\_\_\_\_

Date

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## **LINCOLN CROSSING FITNESS CENTER RULES AND REGULATIONS**

The fitness center facilities and equipment in the Lincoln Crossing Fitness Center (the “*Fitness Facilities*”), in the building commonly known as Lincoln Crossing, located at 1775 Sherman Street/1776 Lincoln Street, Denver, CO (the “*Building*”), owned by TR Denver Financial Center LLC (“*Owner*”), are accessible from the lobby. Use of the Fitness Facilities is only permitted to those tenants and their employees who read and sign the Release and Waiver of Liability (“*Agreement*”), to which these Rules and Regulations are attached and incorporated into. Upon signing the Agreement, you will have access to the Fitness Center added to your building access card.

No guest or other unauthorized individuals are permitted to use the Fitness Facilities. Any user who brings a guest or otherwise permits entry to the Fitness Facilities of any unauthorized individual is in breach of these Rules and Regulations and the Agreement.

No instructors or supervisors are present in the Fitness Facilities to provide instructions in the proper use of the Fitness Facilities.

Owner assumes no responsibility for any personal articles left in the Fitness Facilities.

Owner reserves the right to exclude a person with a health ailment, impairment or other illness from participation in an activity in the Fitness Facilities if that person’s participation would result in a direct threat to the health or safety of himself or others that cannot be eliminated or reduced to an acceptable level by reasonable modifications to the Fitness Facilities’ policies, practices or procedures, including the Fitness Facilities’ Rules and Regulations, or by the provision of appropriate auxiliary aids or services. Owner’s assessment of this threat will be individualized and based upon reasonable judgment that relies upon current medical evidence or the best available objective evidence. In making this assessment, in its sole discretion, Owner may require a person to furnish appropriate medical certification. Further recommended medical evaluations and treatments are the financial responsibility of each person.

### **All individuals using the Fitness Facilities shall also comply with each of the following rules:**

1. No minors are allowed to use the Fitness Facilities.
2. Guests may not accompany employees of tenants using the Fitness Facilities. The Fitness Facilities is for direct employees of tenants of Lincoln Crossing only.
3. Food and drinks are prohibited (except water in plastic containers).
4. Glass containers are prohibited.
5. Individuals should not undertake exercise routines unless physically qualified and have a physician’s approval to do so.
6. If you feel nausea, dizzy or faint, discontinue activity and call for help.
7. Individuals should not use the exercise equipment if under the influence of alcohol, stimulants or depressants.
8. Equipment should be used in the presence of others.
9. Shoes and appropriate exercise attire are required.
10. Always practice safety and courtesy to others.
11. Smoking is prohibited.

**Agreed and Accepted by:**

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Name (printed)

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Tenant (Company) Name

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Name (signature)

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Date

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