

Agreement and Release of Liability

Pertaining to the use of the Fitness Center located at Blue Sky Center in Burlington, MA

In consideration of being allowed access to the fitness center at Blue Sky Center, Burlington, MA 01803 ("Blue Sky Center/ BSC"), and to use its facilities, equipment, and machinery, I hereby agree to defend, indemnify, release, forever discharge and hold harmless NDB Property Owner 1, L.P., Nordblom Management Company and related entities, the building owner and property manager, its shareholders, directors, officers, personnel and agents and their respective heirs, personal representatives, successors and assigns from all claims, liabilities, actions, damages, losses, costs and expenses caused directly or indirectly, in whole or in part, arising out of or in any way connected with entering, attending, participating or leaving the fitness center. **(Please initial_____)**

I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with the knowledge of the danger involved. I hereby agree to expressly assume and accept any and all risks of injury or death. **(Please initial_____)**

I agree to comply with any rules or regulations that the Building owner or manager may establish for use of the Facility or the Equipment. I will also comply with any amendments or other modifications or those rules or regulation. **(Please initial_____)**

I understand that I am responsible for any damage I may directly or indirectly cause to the Facility or any of the Equipment. In addition, I will notify my company's office administrator to inform the building management if I notice any damage to the Facility or any of the Equipment. **(Please initial_____)**

I understand that I will be given an access card for the Facility. I will not give or lend my access card to anyone else. I will not let any unauthorized person into the Facility. I will notify my company's office administrator to let the building management know immediately if the access card is lost or stolen. **(Please initial_____)**

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs at the fitness center at Network Drive, or use of any equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physicians permission to participate, or that I have decided to participate in activity and/or use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities and utilization of equipment and machinery in my activities. **(Please initial_____)**

I approve my employer to collect and share my name with the Landlord so that I may use the gym. Additionally, I approve the Landlord to keep my information on file. **(Please initial_____)**

Date: _____

Printed Name: _____

Signature: _____

Company Name/ Employer: _____

Access Card Number: _____

Email: _____