

Agreement and Release of Liability

I have requested that Rodriguez Fitness Management (RFM) allow me access to and use of the on-site fitness facility, equipment, and machinery, which may also include a basketball court and other outdoor facilities. I understand that the use of the on-site fitness center is voluntary and is in no way related to my employment, and does not create itself any employment relationship with the property management company, RFM or any of the tenants doing business on the premises. I agree to abide by the on-site fitness center's rules of conduct, which may change from time to time. The fee is subject to change. Under no circumstances are membership fees reimbursed.

In consideration of being allowed access to and use of the on-site fitness center, I do hereby waive, release and forever discharge RFM, the property management company and its tenants, officers, directors, agents, employees, representatives, executors, and all others in privity with same, whether named herein or not (all these entities, parties, persona, and companies, are referred to as the "Releasees"), from all direct, indirect and consequential damages and from any and all claims, demands, liabilities, or causes of action of any kind or character whatsoever resulting from my participation in activities at or use of the on-site fitness center on behalf of myself, my agents, family and heirs, against the Releasees. This release and discharge expressly includes any injury, disability or damage (including death) resulting from my own acts or omissions, or from any act or omission of any of the Releasees in any way relate, directly or indirectly, to the use of the on-site fitness center.

In further consideration for being allowed access to and use of the on-site fitness center, I agree to defend and to forever indemnify and hold harmless the Releasees from any and all liabilities, claims, demands, suits, judgments, actions, or causes of actions of any kind or character which may be asserted against any of the Releasees by any person or legal entity as a result of or in any way connected to my use of the on-site fitness center. It is expressly understood that this indemnification applies even if the parties to be indemnified were negligent, grossly negligent, strictly liable for placing a defective product into the stream of commerce or for any other reason, liable for breach of warranty or contractual breaches, liable under the Texas Deceptive Trade Practices – Consumer Protection Act, liable for breach of other legal duties, liable for violation of any other law, regulation, or ordinance, or liable in any other manner. This indemnification will include, but is not limited to, the amount of any claims and the costs of defending them, including attorney's fees and court costs.

I understand and am aware that strength, flexibility, and group exercise classes, including the use of the on-site fitness center, 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 the on-site fitness center with knowledge of the dangers involved. The Releasees do not encourage participation in activities that may place me in jeopardy. Therefore, I hereby agree to expressly assume and accept any and all risk of injury or death.

I understand that these activities will take place before and after business hours, and during my own time, such as my lunch break. Accordingly, the activities are not considered to be within the scope of my employment and I am not required to participate as a condition of my employment. Therefore, in the event of injury, disability or death, neither The Releasee nor my employer if it is other than the Releasee, will be responsible for workers' compensation claims, or any other claims, with regard to this event. If I cannot agree to this, I understand that I should not participate. I agree to inform my family members of this waiver and release, and ensure they understand the ramifications before I sign it.

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness of which I am aware that would prevent my participation in any of the activities and programs of the on-site fitness center or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval of my participation in any exercise fitness activity or in the use of the on-site fitness center. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's 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 therefore assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

It is further agreed that spouses of members wishing to utilize the on-site fitness center will sign an Agreement and Release of Liability form. The payment referenced in Paragraph 1 will satisfy use of the on-site fitness center by the spouse or domestic partner of any member. Spouses agree that their right to use the on-site fitness center will terminate upon the earlier of: (1) termination of payment, (2) divorce from the tenant, or (3) termination of the arrangement as indicated by the tenant. I grant my consent to use my photographs, and other images and records of participation in the on-site fitness center. I understand that if I have any questions about this Agreement, I should contact my own attorney prior to signing.

Date:	Signature:	Sec. Badge No.
Employee No:		Spouse Name:
Employer:	Printed Name:	