

USE AGREEMENT AND RELEASE OF LIABILITY

I, _____, understand that the use of the Fitness Center within the office building located at 4643 S. Ulster Street (the "Building") is at the my sole risk and I agree to release and hold harmless TR Regency Plaza LLC all of their respective affiliates, successors, assigns, partners, directors, officers, employees and agents (collectively referred to as "Owner") from any and all liability for all claims, demands, actions, causes of action, damages or costs for any and all personal injuries, loss of time, pain and suffering and any other loss, damage or expense arising out of anyone's use of the Fitness Center without signing an Use Agreement and Release of Liability agreement; my participation in any activities in the Fitness Center; or by my presence within the Fitness Center; or my use of any equipment while in the Fitness Center (the "Claims"), even if the applicable Claims are caused by the sole, joint, concurrent, or comparative negligence of Owner.

I understand that my use of the Fitness Center may involve a risk of injury and even death, and that I am voluntarily participating in activity within the Fitness Center with full knowledge of the dangers involved. I hereby agree to assume and accept all risk of injury or death.

I further agree to abide by all rules and regulations (which may be obtained from the Property Manager's office within the Building) now in effect or hereinafter established by Owner relating to the use of the Fitness Center and agree that my privilege to use the Fitness Center may be canceled at any time, without prior notice or warning, and I disclaim any recourse in the event of such cancellation and agree to immediately vacate the Fitness Center upon request.

I acknowledge that I have been provided an access card which allows me and only me access to the Fitness Center. I understand that the access card belongs to the Owner and I agree to immediately inform the Owner if I lose, misplace or if the access card is stolen. I also agree not to lend my access card or allow others to use the Fitness Center without the Owner's approval. In the event that I do, I agree to be responsible for any damage or injury sustained or caused by those that I allow into the Fitness Center. In addition, I agree to be responsible for any damage I cause in or to the Fitness Center.

I have read and fully understand this document. I am aware of the fact that I am releasing and waiving certain potential rights, and voluntarily and freely agree to the terms and conditions as set forth herein.

Signature _____

Printed Name _____

Company Name _____

Suite Number _____

Date _____