

**120 SOUTH LaSALLE STREET FITNESS CENTER
LIABILITY WAIVER AND RELEASE OF ALL CLAIMS**

I, _____, acknowledge that my use of the Fitness Center at 120 South LaSalle Street, in Chicago, IL, (hereinafter the "Fitness Center") could cause injury to me. I understand that physical exercise can be a dangerous activity and can result in serious personal injury or death. As a material consideration for permission by SOT 120 S LaSalle LLC ("Landlord") for me to access and use, for a one time fee of fifty (50) dollars, the Fitness Center pursuant to a revocable license, I voluntarily and freely assume the risks of all activities, attendance, and use of the facilities. I hereby assume full responsibility for and the entire risk of any injury, loss or damage (including injury to person or loss of property) sustained by me: (1) in, on or about the premises of the Fitness Center; 2) as a result of my use of the facilities; or 3) as a result of my participation in any event or activity on the premises of the Fitness Center. It is further agreed that all activities and/or exercises shall be at my sole risk. I understand that my privilege to use the Fitness Center may be revoked for any violation of the rules and regulations of the facility or otherwise at the sole discretion of the Landlord. I further understand that my right to use the Fitness Center is a **NON-TRANSFERABLE REVOCABLE LICENSE** and that I shall not provide access to the Fitness Center to anyone other than myself.

I represent that I am physically fit to perform that activities which I may undertake in the Fitness Center, that I am solely responsible for all health risks associated with such activities, including but not limited to contracting diseases from other users of the facilities, and that Landlord shall have no responsibility for the evaluation or assessment of my physical fitness or if I suffer any adverse health effect while using (or resulting from the use of) the Fitness Center. Any recommendation of activities made by any person at the Fitness Center shall not be a substitute for obtaining evaluation, assessment and recommendation from my physician before undertaking a physical exercise program or engaging in any of the activities at the Building. I understand that it is recommended that I should be examined by my physician and that I should consult with my physician regularly during the time I am engaging in activities in the Fitness Center. I acknowledge, agree and understand that the Fitness Center shall not be staffed or supervised by any employees or agents of Landlord. I acknowledge and agree that Landlord shall have no obligation or duty to employ or to provide medically trained persons at or near the Fitness Center and no obligation or duty to provide any medical care including, but not limited to, resuscitation efforts, CPR, and defibrillation. I acknowledge that Landlord shall have no obligation or duty to provide or furnish any drugs, medical equipment or devices including, but not limited to: defibrillation equipment; ambulatory bag; syringe; intravenous line or liquids; oxygen; sutures; anti-seizure medication; medication for anaphylaxis allergic reaction, stroke or shock; insulin; nitroglycerin; medications for asthma including inhalers; aspirin; and medications to reduce pain.

I understand that my assumption of the risks as stated in the paragraphs above is a complete waiver of liability on my behalf, and that neither Landlord nor any agent, employee, shareholder, officer, director, subsidiary, insurer, attorney, successor, assign or affiliate of Landlord (collectively, the "Released Parties") shall be liable to me for any claims, demands, injuries, damages, or actions for any injury to me or my property or other damages arising in any way from my attendance or use of facilities at the Fitness Center. I acknowledge that no representation has been made as to the condition design or suitability of the Fitness Center equipment and facilities, and I hereby covenant, warrant and represent to Landlord that I have made and relied solely upon my own full independent inspection as to the condition, design and suitability of the equipment and facilities.

I, on behalf of my self and my heirs, executors, administrators and assigns, fully and forever release and discharge the Released Parties from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my attendance at the Fitness Center or my use of the facilities at the Fitness Center or my participation in any activity or program at the Fitness Center, even if such claims arise from negligent acts or omissions of the Released Parties. Further, I release and discharge the Released Parties from any and all liability for any loss of, theft of, or damage to personal property.

I further represent that I am a current employee of a tenant of the building located at 120 South LaSalle Street (the "Building") and that my primary place of employment is at the Building. It is my desire to be able to use and access the Fitness Center. I have read the Fitness Center Rules (the "Rules") attached hereto, and shall abide by the Rules or such other rules as may be posted at the Fitness Center. I understand that I may not and shall not enter the Fitness Center if I am no longer employed by a tenant of the Building, and that access to the Fitness Center is being offered only to current employees at the Building by Landlord. I understand that I am not entitled to bring any guest to the Fitness Center and shall not allow any person into the Fitness Center, and that violations of any of the Rules may result in my loss of access to the Fitness Center. I agree to indemnify, defend and hold forever harmless the Released Parties from and against any loss, claim, cause of action or damages made or brought by any person whom I allowed access to the Fitness Center as my guest.

I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a complete waiver and release of the Released Parties for liability to me. In entering this waiver and release, I acknowledge that I do so of my own accord and not in reliance upon any statement or representation made by the Released Parties. I also recognize that it is my right to consult with any attorney of my choice before giving this waiver and release.

THIS IS A RELEASE OF ALL CLAIMS. DO NOT SIGN UNLESS YOU HAVE READ IT CAREFULLY.

Signed: _____

Print Name: _____

Employer: _____

Date: _____