



## WTC FITNESS FACILITIES RELEASE AND WAIVER OF LIABILITY

User acknowledges that User is voluntarily using the WTC Fitness Facilities, and in exchange for the use of the WTC Fitness Facilities, User agrees to the following RELEASE AND WAIVER OF LIABILITY ("Agreement"):

- 1) User acknowledges and agrees to be bound by all WTC Fitness Facilities Rules and Regulations now or hereafter adopted by World Trade Center Properties, its officers, directors, employees, representatives, agents, employees, affiliates and assigns (collectively, "WTC Management") and agrees to use the WTC Fitness Facilities at User's own risk.
- 2) **User voluntarily assumes all risk of personal injury and/or death and/or property damage and/or property loss sustained while using any and all of the WTC Fitness Facilities.**
- 3) **User releases, waives, discharges and covenants not to sue WTC Management from any and all claims, liabilities, damages, expenses or causes of action (including, without limitation, attorneys' fees, costs and expenses, whether or not suit shall be brought) arising directly or indirectly from any and all use of the WTC Fitness Facilities by User or any third party wrongfully gaining access to the WTC Fitness Facilities by means of User's badge (collectively, "Claims"), and shall hold WTC Management harmless from and indemnify and defend WTC Management against any and all Claims.**
- 4) **IN NO EVENT SHALL WTC MANAGEMENT HAVE ANY LIABILITY TO USER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH WTC FITNESS FACILITIES, USER'S PRESENCE OR ACTIVITY AT THE WTC FITNESS FACILITIES OR THIS AGREEMENT HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING PROVISIONS OF THIS SECTION 4 SHALL NOT BE DEEMED TO LIMIT USER'S INDEMNITY OBLIGATIONS UNDER SECTION 3.**
- 5) User acknowledges that User has sole responsibility to carefully evaluate the risks inherent in accessing WTC Fitness Facilities and that User has fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of User or by others.
- 6) User consents to receive any medical treatment which may be deemed advisable for User in the event of injury or illness while at WTC Fitness Facilities. User understands that they or their health insurer (and not WTC Management) will be responsible to pay for or otherwise cover any or all of the expenses in connection with any injury or illness that the User may suffer at WTC Fitness Facilities.
- 7) User agrees that if any portion of this Agreement is held invalid, the remaining provisions shall be binding and continue in full force and effect.
- 8) This Agreement will be governed by the laws of the State of Oregon and the United States of America, without regard to conflict of law principles and the parties hereby consent and submit to the jurisdiction and forum of the state and federal courts in the State of Oregon, Multnomah County in all questions or controversies arising out of this Agreement.
- 9) User acknowledges that the lockers in the WTC Fitness Facilities locker room are for daily use only. Any personal property left in the showers and lockers overnight will be removed and discarded. WTC Management shall not be liable for any lost, stolen, damaged or discarded property left in the WTC Fitness Facilities, including in the showers and lockers.
- 10) User understands and acknowledges that no fitness expert or any other health authority staffs the WTC Fitness Facilities. User understands and acknowledges that WTC Fitness Facilities are not equipped with security cameras or other surveillance equipment or staffed with security or other personnel.
- 11) Should any provision of this Agreement be determined to be invalid or unenforceable, it shall be deemed severed from this Agreement, and such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

**USER FULLY UNDERSTANDS THAT BY EXECUTING THIS DOCUMENT USER WAIVING, RELEASING AND GIVING UP POTENTIAL LEGAL RIGHTS.**

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User's Signature

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User's Printed Name

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Date

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User's Employer Name