

300 Convent - Fitness Center License and Release

I, _____, hereby state and acknowledge the following on this ____ day of _____, 20____:

1. I am an on-site employee of _____, a tenant at 300 Convent, 300 Convent Street, San Antonio, Texas (the "Building"), and am authorized by my employer to use the fitness facilities located on the first floor of the Building (the "Facilities").
2. I understand that the Facilities are for the sole use of employees of tenants in the Building who have been issued access cards by Patrinely Group (the "Manager"). I will not invite any other person[s] to use the Facilities.
3. The Facilities shall be unmanned and unsupervised. Any and all employees or agents of 300 CONVENT LLC (the "Owner") or Manager who may be present at any time in the Facilities are not trained or authorized to provide health, fitness or medical assistance or advice.
4. I assume full responsibility for my use of the Facilities at my sole risk and shall abide by the rules and regulations for use of the Facilities. I hereby acknowledge that neither the Owner nor Manager has made any representations or warranties with respect to the condition, use or maintenance of the Facilities.
5. I, for myself, my heirs and representatives, hereby release, discharge and hold harmless and waive any claim I may have or right of action against the Owner and the Manager, their respective employees and agents and their respective successors, assigns and heirs from any and all liability, cost of defense (including reasonable attorney's fees) arising from any injury to me, theft of my property or any other loss or damage occurring in the Facilities or resulting in any manner from the use thereof.
6. I understand that the risks associated with my participation in strenuous exercise include, but are not limited to, abnormal blood pressure and heart rate, fainting and heart attack. I also acknowledge that I should obtain medical advice from my doctor prior to utilizing any of the equipment in the Fitness Facility.
7. I understand that the Owner and Manager are relying upon this License in permitting me to use the Facilities and the equipment located therein and that this License shall remain in effect until such time as I notify the Owner and Manager in writing that it has been revoked, at which time I will not be permitted to use the Facilities. Owner reserves the right to terminate this License at any time for any reason. Section 5 of this License shall survive any revocation or termination.
8. Lockers are for daytime use only. I understand that I must provide my own lock. Locks and locker contents must be removed at the completion of each workout. Locks left on lockers will be cut off at closing time each day and any items found in lockers after closing will be stored at the Manager's Office. Items not claimed within one week will be discarded.

Please complete and sign (1) original copy of this agreement and forward to the Management Office via email, 300conventadmin@patrinely.com.

FOR MANAGEMENT USE ONLY

APPROVED BY: _____

DATE APPROVED: _____

ACCESS CARD # ASSIGNED: _____

EMPLOYEE SIGNATURE:

Contact Phone# _____

Email Address: _____