

**Waiver and Release of Claims Arising Out of the Use  
of the Westway Plaza Fitness Center Facilities**

I, \_\_\_\_\_ hereby request permission to use the Fitness Center, located on level one of Westway Plaza, 11330 Clay Rd, Houston, TX 77041, together with any and all equipment, and other facilities located therein (the "Fitness Facilities"). I understand and acknowledge that the Fitness Facilities are not public facilities, but are for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by TAF Westway Plaza, LLP C/O Hines Interests Limited Partnership ("Landlord") or its authorized representative to use the facilities, and who read and sign this **WAIVER AND RELEASE**. I understand that the Fitness Facilities shall be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representative who may be present at any time in the Fitness Facilities are not trained or authorized to provide health, fitness, medical assistance or advice. I understand and acknowledge that there are risks inherent with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities and with the use of the pool, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge that any safety equipment needed and/or required by law are to be provided by me. I HEREBY ASSUME ALL OF THE RISKS OF USING THE FITNESS FACILITIES AND THE EQUIPMENT THEREIN. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE FITNESS FACILITIES, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE AGAINST LANDLORD, AND ITS SUCCESSORS, ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, OWNERS, MANAGERS, TENANTS, OR CONTRACTORS (COLLECTIVELY, "LANDLORD PARTIES") FOR ANY AND ALL LOSSES, COSTS, EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, DAMAGES, OR LIABILITIES WHATSOEVER OF ANY NATURE, INCLUDING PROPERTY DAMAGE, LOSS OR THEFT, BODILY INJURY OR DEATH, ARISING OUT OF (i) MY USE OF THE FITNESS FACILITIES, (ii) THE NEGLIGENCE OR OTHER ACTS OF THE LANDLORD PARTIES, WHETHER DIRECTLY CONNECTED TO MY USE OF THE FITNESS FACILITIES OR NOT, AND HOWEVER CAUSED, OR (iii) THE CONDITION OF THE FITNESS FACILITIES. FURTHER, I AGREE TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE, THE LANDLORD PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY USE OF THE FITNESS FACILITIES, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A LANDLORD PARTY. I also agree that my use of the Fitness Facilities shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord at the Fitness Facilities. I agree that my failure to use the Fitness Facilities in accordance with the Rules and Regulations or as directed by such agents or representatives at the Fitness Facilities may result in the permanent loss of my privileges to use the Fitness Facilities. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Hines**

## **Westway Plaza Fitness Center**

### **Rules and Regulations**

1. Use of the Fitness Facilities is limited to tenants of Westway Plaza only. No guests are allowed.
2. You may not use the Fitness Facilities unless you have read, understood and signed the Waiver and Release of Claims Fitness Facilities.
3. The hours of the Fitness Facilities are Monday through Friday, 6:00 a.m. – 11:00 p.m.
4. Do not bring food or any drinks other than water into the Fitness Facilities. Glass containers are not allowed.
5. Wear shirts, appropriate shorts or sweat pants and athletic shoes when using the Fitness Facilities.
6. Please do not enter the Fitness Facilities with oil or grease on your shoes.
7. Bring a towel when using the equipment to wipe off your perspiration.
8. Observe the 30-minute maximum on bikes, rowers, treadmills, and 20-minute max when others are waiting.
9. Return all weights to the racks after use.
10. IMPORTANT: do not use equipment unless you fully understand written instructions on proper use.
11. To protect your belongings, use the locking system to secure them in a locker while you are using the Fitness Facilities. Neither Landlord nor building management will be responsible for any personal property left within the Fitness Facilities, including any items stored in lockers.
12. Report any injuries or problems immediately to building management.
13. Offensive behavior of any kind will NOT be tolerated in the Fitness Facilities. You may be removed from the Fitness Facilities for any such behavior and multiple instances of offensive behavior may result in the permanent loss of use of the Fitness Facilities. Any behavior you feel is inappropriate should be reported to building management immediately.

The Fitness Facilities are for the enjoyment of all Westway Plaza tenants and their employees. Please assist us in maintaining these facilities' cleanliness by disposing of all trash in the receptacles provided.

Please report any problems immediately to the building management.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Card Number: \_\_\_\_\_

# Hines