PLEASE READ CAREFULLY BEFORE COMPLETING FORM

- 1. Please read carefully and fill out completely.
- 2. Payment should be made by check and is non-refundable. We can not accept cash or credit cards.
- 3. This member ship renews January 1st of each year. If you sign up late in the year, please note that your member ship will expire at the end of the year and you will need to renew again in January 1 to maintain membership.

2000 West Loop South - Fitness Center <u>RELEASE</u>

For and in consideration of \$50.00 per year (subject to change), payable January 1st of each year, SRI Nine 2000 WL, LP & Affiliates and Shorenstein Realty Services, LP ("Owner") and Jones Lang LaSalle ("Manager"), are allowing the undersigned to use the exercise and weight room ("Fitness Center") located in the lower level of the 2000 West Loop South building. By signing this document, the undersigned agrees to the following:

- 1. Neither Owner, Manager nor any entity affiliated with Owner, Manager, (all such entities shall be referred to herein as "Affiliates") nor their respective shareholders, partners, officers, directors, employees, agent, successors or assignees are responsible or liable for any loss, damage or injury which I might sustain as a result of my use of Fitness Center. I agree that my use of the Fitness Center is at my own risk and I assume responsibility for any personal injury which may result from my use of the Fitness Center.
- 2. I agree to indemnify and hold harmless Owner, Manager, Affiliates and their respective shareholders, partners, officers, directors, employees, agents, successors or assignees from and against any and all claims or demands, costs or expenses arising out of or in any way related to my use of the Fitness Center, including but not necessarily limited to, any personal injuries, damages or other losses which I may sustain as a result of my use of the Fitness Center.
- 3. I agree to follow all rules and regulations established by Owner and Manager with respect to the use of the Fitness Center. I understand that any instructors or vendors in the Fitness Center are independent contractors and not agents of Owner or Manager and are not to be relied on for my health or safety. I have represented and do hereby represent to Owner and Manager that I do not have any health problems which would restrict my ability to use the Fitness Center and that, whether or not any health problems exist, I am using the Fitness Center at my own risk and discretion.

EXECUTED on the	day of(month)), <u>20</u> .
	Signature:	
	Print Name:	
	Employer:	
	Your office/cell phone#:	
	Access Control Card #:	
	E-mail:	

Please make checks payable to: SRI Nine 2000 WL, L.P.

RULES & REGULATIONS

- 1. The Fitness Center is open for use from 6:00 am to 9:00 pm Monday through Friday and is closed weekends and holidays.
- 2. The Fitness Center is for the exclusive use and benefit of the employees of our tenants. No others will be authorized to use the Fitness Center and will not be allowed access.
- 3. The lockers are for short term, temporary use. At 9:00 p.m. each evening, management will remove all locks left on lockers.
- 4. Upon signing up, you can gain access with your card key issued by management office management. The key will give you access Fitness Center entrance and rest room doors.
- 5. The fitness center area is shared with a massage therapist who provides massage to our tenants several days a week. While the massage therapist is in, the T.V. volume is turned off and closed captioning is enabled.
- 6. Management has compiled an Authorization List. To be authorized, you must be an employee of one of the tenants in the building, have completed a waiver, signed the Fitness Center rules and regulations, have an active access control card for the building, and have paid an annual use fee of \$50.00 which is renewable January 1 of every year. Make checks payable to: <u>SRI Nine 2000 WL, LP</u>
- 8. Violation of any current or future rules and regulations and non-payment of any funds due will result in the termination of your rights to use the Fitness Center.
- 9. Willful, negligent, or abusive use of the Fitness Center equipment or facilities will cause your right to use the Fitness Center to be revoked.
- 10. Use of the equipment is at your own risk. The Fitness Center is not supervised. Do not use the equipment without carefully reviewing the written instructions on each piece and possibly seeking further professional advice from a fitness specialist.
- 11. Consult with a physician before starting any exercise program.
- 12. Only those wearing proper exercise shoes and clothing are permitted to use the equipment.
- 13. Wipe the equipment with a clean towel after each use.
- 14. No drinking, eating or horseplay is allowed in the Fitness Center or shower facilities.
- 15. Report any equipment operational problems to the management office.

I have read the above rules and regulations and attest I understand them. Further, I will abide by these restrictions on the use of the Fitness Center.

SIGNED:	
PRINT:	
DATE:	