

FITNESS CENTER WAIVER & RELEASE

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

1. I am an on-site employee of _____, a tenant of The Towers at Park Central office project (consisting of the three (3) office buildings known as Park Central 7, 8 and 9 located at 12750, 12770 and 12790 Merit Drive, Dallas, Texas 75251) (collectively, the "Project"), and I am hereby authorized by my employer to use the fitness center located in the Park Central 9 building of the Project (the "Facilities").
2. I will not permit the use of the Facilities by any other person not authorized to use the facility.
3. I understand that the Facilities shall be available on a first-come, first-serve basis each day and will be unmanned and unsupervised. Any and all employees or agents of Parmenter Park Central, LP (the "Project Owner") who may be present at any time in the Facilities are not trained or authorized to provide health, fitness or medical assistance or advice. Additionally, to the extent Project Owner permits classes (exercise or otherwise) to be taught or provided in the Facilities, I understand that the instructor is an independent contractor and not an employee or agent of Project Owner, and therefore, Project Owner is not responsible or liable in any manner for the acts or omissions of the instructor, and my participation in any such classes will be at my own risk.
4. I am at least 18 years of age and assume full responsibility for my use of the Facilities at my sole risk and shall abide by the rules and regulations for the use of the Facilities that are in effect from time to time.
5. I agree to return the access card upon cessation of my employment with the above-named tenant of the Project.
6. **I, for myself, my heirs and representatives, hereby release, discharge and hold harmless the Project Owner and its respective employees and agents (including without limitation Parmenter Realty & Investment Company d/b/a Parmenter Realty Partners) and their respective successors, assigns, and heirs from any and all liability, cost of defense (including attorneys' fees) arising from any injury to me (including death), damage to, loss of, or theft of my property or any other injury, loss or damage occurring in the Facilities or resulting in any manner from the use thereof. All indemnities, releases and obligations to defend contained in this paragraph will be enforced to the fullest extent permitted by applicable law for the benefit of the applicable beneficiary thereof, even if the applicable claim is caused by the active or passive negligence or sole, joint, concurrent or comparative negligence of such beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such beneficiary, but will not be enforced to the extent that a court of competent jurisdiction holds in a final judgment that a claim is caused by willful misconduct or gross negligence of such beneficiary.**

Tenant Employee Signature: _____

Printed Name: _____

Date: _____

Access Card Number: _____

FOR OFFICE USE ONLY				<input type="checkbox"/> M <input type="checkbox"/> F
PM Office Initial _____	Date _____	Security Initial _____	Date _____	