



## 121 South 8<sup>th</sup> Fitness Center

121 South 8<sup>th</sup> Street, Minneapolis, MN 55402 • WWW.121FITNESSCENTER.COM

### Waiver of Liability, Assumption of Risk and Indemnity Agreement

**Waiver:** In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment, services, and programs of the 121 South 8<sup>th</sup> Fitness Center, I, for myself, my heirs, personal representatives or assigns, to the fullest extent permitted by law, **do hereby release, waive, discharge, and covenant not to sue** AdvantageHealth Corporation, FSP 121 South Eighth Street LLC, Franklin Street Properties Corp., Ryan Companies US, Inc. as well as any successors, assigns, affiliates and subsidiaries, and any of their directors, officers, employees, contractors, managers, members, shareholders, and agents (the "Indemnified Parties") from liability **for any and all claims including the negligence of the Indemnified Parties associated with** the 121 South 8th Fitness Center's facilities and programs resulting in personal injury, accidents or illnesses (including death), and property loss (including property that may be stolen) arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment. I further release, waive, discharge and covenant not to sue the Indemnified Parties in connection with the provision any health and fitness related services and programs provided at the 121 South 8th Fitness Center or in connection with the use or non-use of any health-assistance devices (including, but not limited to automated external defibrillators, if any), located (or not located) on such premises.

**Assumption of Risks:** Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The 121 South 8th Fitness Center has facilities for and provides for activities such as weight lifting, running, aerobic activities, classes and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death. I acknowledge that the facilities may be unsupervised and that there is a possible danger connected with any physical activity, including dangers of physical injury and death, in addition to the danger of crime committed by others in unsupervised facilities, including locker rooms.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent** in the activities made possible by the 121 South 8th Fitness Center's Facilities and Programs. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks. I further agree that I will not allow any minor children to accompany me into the premises, and in the event I do so, it is at my and the child's sole risk, and I agree to defend and indemnify the Indemnified Parties to the fullest extent permitted by law for any claim brought by any minor children against them.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD the Indemnified Parties HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at the 121 South 8th Fitness Center and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect to the maximum extent permissible.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, have reviewed or had the opportunity to have it reviewed with legal counsel and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.