

25 Mall Road Access Card Request

Please Check One: New Hire ☒ Termination ☐ Lost/Misplaced Card ☐
 Name: Jay Farley Date of Birth: 1/24/76
 Tenant: CSS Suite #: 408
 Fitness Center Access: Yes ☒ No ☐ Male: ☒ Female: ☐

Fitness Center Acknowledgement of Risk Waiver Form

Use of the fitness equipment provided in the fitness room is not risk free. All persons using the fitness equipment should consult their own physician prior to commencing any exercise activity. The use of the fitness equipment requires coordination, agility and a high level of cardiovascular exertion. The risks inherent in the use of fitness equipment and or participating in any exercise activity may include injury, illness, or in extreme cases, permanent trauma or death.

In using the equipment and facilities located in the fitness room (such room, including the equipment now or hereafter therein, is referred to as the "Fitness Room") located at 25 Mall Road, Burlington, Massachusetts 01803, the undersigned acknowledges, appreciates and agrees as follows:

1. I hereby acknowledge, accept, and agree that use of the Fitness Room involves inherent risks, including without limitation the risk of serious injury or death. I expressly waive and release any and all claims, rights and causes of action I (including my heirs, successors, assigns and estate) may have against PRIM 25 Mall Road, LLC and its managing agent or its or their respective partners, members, managers, officers, employees, agents, representatives, and contractors (collectively, "Landlord").
2. Landlord makes no warranties whatsoever (including without limitation any warranty of fitness for use) regarding the Fitness Room or the equipment or facilities therein. I agree to use the Fitness Room according to any current or future rules and regulations that may be in effect, and I agree not to allow any other person to use my access card to gain access to the Fitness Room.
3. This release and waiver is intended to be broadly construed in accordance with Massachusetts law. However, if any portion, clause or sub clause is held invalid, the balance shall continue in full force and effect.
4. I certify that I have obtained the consent of my physician to use the fitness equipment and to exercise, or that I have intentionally and knowingly not sought any such consent. I understand that I am to discontinue any physical activity at any time I feel undue discomfort or stress.
5. I am voluntarily participating in the use of the Fitness Room and equipment and understand that I am assuming all of the inherent risks of the use of such fitness equipment. I acknowledge that the Fitness Room is not staffed by any person and that I will be exercising and using the fitness equipment independently and without supervision.
6. I acknowledge that the Landlord is not receiving any payment for my use of the Fitness Room, and may discontinue the availability of the Fitness Room at any time and from time to time without liability therefor.
7. I am over 18 years of age and I am qualified and legally competent to sign this Acknowledgement of Risk on my own behalf.

I HAVE READ THIS ACKNOWLEDGEMENT OF RISK, FULLY UNDERSTAND ITS TERMS AND SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL AND WITHOUT INDUCEMENT.

SIGNATURE: [Signature] Date: 4/6/16 Card #: _____