

**ONE MARKETPOINTE
FITNESS CENTER & BIKE STORAGE
RELEASE AND WAIVER OF LIABILITY**

I, _____, have registered voluntarily to engage in exercise and fitness activities and to use the exercise equipment, fitness areas, bike storage areas and related locker and shower facilities (collectively, the “**Fitness Activity**”) available only to the tenants of the office complex commonly known as One MarketPointe, in the building and on the common grounds located at 4300 MarketPointe Dr., Bloomington, MN 55435.

I understand that this Fitness Activity, which is unsupervised, involves strenuous physical exertion and will require sound judgment at all times during my participation. I understand that **OMP Minneapolis PropCo I, LLC**, a Delaware limited liability company, and its affiliates and affiliated entities, employees, representatives, agents, contractors, successors and assigns (collectively, “**Landlord**”) is not providing any staff, medical personnel, fitness trainers, or other employees or contractors to supervise the Fitness Activity. I understand that by participating, I am at risk to suffer serious physical injury and possibly death. I understand and agree that I, alone, am responsible to determine my physical and mental fitness and my suitability to participate. Landlord hereby advises, and I hereby acknowledge, that I should seek the advice of my medical practitioner prior to engaging in the Fitness Activity and that Landlord will not attempt to determine, nor will I hold Landlord liable to determine, my physical and mental fitness, suitability, or capability to participate in the Fitness Activity, either before I begin participation or at any time during my participation in the Fitness Activity.

In consideration of the work performed and to be performed by Landlord in making and continuing to make the fitness equipment and facilities available, from which I receive value and benefit, I assume (i) all risks of illness, injury or death related to participation in the Fitness Activity, and (ii) all risks of damage to, loss, or theft of personal property while using facilities associated with the Fitness Activity. **I expressly forever release and discharge Landlord from, and hereby waive, any claim that I might have or make against Landlord for any illness, injury, death, theft, loss, loss of use or damage to personal property or inconvenience (collectively, a “Loss”)** arising out of or relating to my participation in the Fitness Activity. **The foregoing release, discharge and waiver is made by me individually and on behalf of my heirs, executors, and assigns. I understand and agree that the effect of signing this Release and Waiver of Liability is to give up all of my and my heirs, executors and assigns legal rights to file any lawsuit or to recover any money damages against Landlord with respect to any Loss.**

I hereby agree to indemnify, defend and hold Landlord harmless from and against, any claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses relating in any way to my participating in the Fitness Activity.

The waiver, release and indemnity provided above is intended to release and indemnify Landlord against the consequences of Landlord’s own negligence or fault, even when Landlord is solely, jointly, comparatively, contributively, or concurrently negligent, and even though any such claim, cause of action or suit is based upon or alleged to be based upon the strict liability of Landlord.

Because participation in the Fitness Activity is voluntary, I have agreed to sign this Release and Waiver of Liability. I have been given the opportunity to read carefully all of the terms of this Release and Waiver of Liability and I understand fully the legal consequences of signing it.

I understand that I will not be allowed to participate in the Fitness Activity unless I sign this Release and Waiver of Liability. I agree to this because I choose to participate in the Fitness Activity at my own risk, knowing that I have no legal right to seek recovery of damages or otherwise to make any claim against Landlord for any harm, illness or injury, including death, that I may suffer as a result of my participation.

Name (Print)

Company Name Suite #

Signature Date

Access Card #

Fitness Center Access

Male

Bike Room Access

Female