WELCOME TO THE FITNESS CENTER AT 2550!

WAIVER AND FULL RELEASE OF LIABILITY

Your Name: _____
Your E-Mail: _____
Your Phone #: _____
Company Name:_____

_____ I confirm I am an employee of the company named above.
Initials

SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.
CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.

1. In consideration of my use of and access to the equipment and facilities provided by 2550 Moana, L.P., (the "Gym"), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Gym and 2550 Moana, L.P. (collectively the "Releasees") and the Releasees' respective insurers, employees, officers, directors, contractors, agents, and associates shall not be liable for any damages whatsoever, including those arising from personal injuries (including death) sustained by me in, on, or around the Gym premises, or as a result of the use of the Gym's equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of any of the Releasees. Your Initials: _____

2. By the execution of this agreement, I voluntarily accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the Releasees from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of the Gym's equipment, facilities, or premises. Your Initials: _____

3. I expressly agree to indemnify and hold the Releasees harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me. It is my express intent that this Waiver and Full Release of Liability (the "Waiver") shall bind the members of my family and spouse, if I am alive, and my heirs,

assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas, without regard to the conflicts of laws principles thereof, and venue shall lie in Harris County, Texas. Your Initials: _____

4. I agree to comply with all rules imposed by the Gym regarding the use of the Gym's facilities and equipment. A current copy of the Gym's rules are attached here as Exhibit A. I agree to conduct myself in a controlled and reasonable manner at all times and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. I understand that the Releasees do not provide supervision, instruction, or assistance for the use of the facilities and equipment. Your Initials: _____

5. I understand and acknowledge that the use of the Gym's facilities and equipment involves risk of serious injury, including permanent disability and death and that I am voluntarily participating in these activities and using the Gym's facilities and equipment with knowledge of all the dangers involved. I understand and agree that the Releasees are not responsible for property that is lost, stolen, or damaged while in, on, or near the Gym's premises. Your Initials: _____

6. I understand and agree that my use of the Gym's facilities and equipment is only to be undertaken on my own personal time, and that my use of the Gym's facilities and equipment is not within the course or scope of my employment. Your Initials: _____

7. I certify that I am in good physical health and I am able to undertake and engage in the range of physical activities in which I choose to participate at the Gym's facilities. I will immediately report any and all injuries sustained at the Gym to 2550 Moana, L.P.'s management. I agree to provide a medical release from a professional healthcare provider if deemed necessary by the Gym. Your Initials: _____

8. I understand and agree that I must "check-in" by using the facial recognition access device each time I enter the Gym, that I am prohibited from bringing any guests into the Gym, and that no "piggybacking" is allowed into the Gym's facilities. Your Initials: _____

9. Should any part of this Waiver be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Waiver should not invalidate the remaining portions thereof, and they shall remain in full force and effect. Your Initials: _____

[The remainder of the page intentionally left blank. Signature(s) appear on the following page.]

BY SIGNING THIS DOCUMENT I AGREE THAT I HAVE READ THIS WAIVER AND FULL RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT AND THE RISKS ASSOCATED WITH FITNESS CENTER USAGE.

SIGNED this _____ day of _____ , 20 ____ .

_____
Signature

_____
Printed Name

PLEASE RETURN A FULLY EXECTUED COPY IN PERSON TO 2550 MANAGEMENT AT SUITE #275
OR VIA E-MAIL TO: info@weylandprop.com

EXHIBIT A

GYM RULES

1. YOU MUST BE 18 YEARS OLD AND HAVE SIGNED AND RETURNED THE "WAIVER AND FULL RELEASE OF LIABILITY" FORM PROVIDED BEFORE USING THE GYM!

2. THE GYM'S HOURS OF OPERATION ARE MONDAY THROUGH FRIDAY FROM 5:00 A.M. TO 9:00 P.M AND SATURDAYS FROM 8:00 A.M TO 1:00 P.M.

3. EACH GUEST MUST USE THEIR PHONE OR A FACIAL RECOGNITION SCAN TO ENTER THE GYM.
   - Even if you are entering at the same time as someone else, each person must "badge-in" with their phone or a facial recognition scan in order for management to track facility usage.
   - The access system is very polite and will know your name.

4. ABSOLUTELY **NO GUESTS** ARE PERMITTED!
   - Only those with 2550 N. Loop W. access devices are eligible to use the gym.
   - Your membership privileges are yours only.

5. NO TAILGATING.
   - In order to keep an accurate occupancy count, do not allow other people to tailgate into the Gym behind you.
   - Remember, everyone has to scan their phone or face each time prior to entering!

6. ALL TYPES OF HARASSMENT OF ANY KIND ARE STRICTLY PROHIBITED!

7. RESPECT THE SPACE.
   - Please return weights and other items to their proper places.
   - No bags or purses on the weight floor.
   - Food, alcohol, and beverages without lids or caps are prohibited.

8. BATHROOMS, SHOWERS, AND LOCKERS ARE FOR USE ONLY WHILE USING THE GYM.
   - Please be mindful of your time using the "non-gender" specific bathrooms and showers.
   - Using the bathrooms or showers when not working out is strictly prohibited as it deprives the members that are using the facility for their intended purposes.

9. CLEAN, CLOSED-TOP ATHLETIC SHOES ARE REQUIRED.
   - No dress shoes, boots, or sandals are permitted.

10. CLEAN YOUR SWEAT AND ANY NOTICEABLE DNA FROM THE GYM ITEMS YOU USE.
    - This includes machines, free weight benches, and mats.
    - Cleaning wipes are provided in the Gym for this purpose.

11. USE THE EQUIPMENT PROPERLY!

    - Misusing the equipment can result in injury and/or damage to yourself and the equipment.

12. CARDIOVASCULAR EQUIPMENT USE IS LIMITED TO 20 MINUTES WHEN PEOPLE ARE WAITING.

13. TOWEL SERVICE IS LIMITED TO ONE SHOWER TOWEL AND ONE WORKOUT TOWEL PER PERSON.

    - Please return used towels to the hamper.

14. ACCESS TO THE FACILITY IS PRIVILEGE AND NOT A RIGHT: MANAGEMENT RESERVES THE RIGHT TO REVOKE THE MEMBERSHIP ACCESS OF ANYONE WHO VIOLATES THESE RULES.

    - People under the age of 18 are not permitted in the Gym.

15. PLEASE understand and practice how to set the locker combination before you lock up your belongings in a locker.

    - So that others may use them, Lockers are for your use only while you are in the Gym.
    - Operating instructions for the lockers are posted inside each locker
    - IMPORTANT NOTICE: Management will not be able to open lockers on weekends or during non-business hours (the Gym hours encompass non-business hours).