

## AGREEMENT

The undersigned understands, acknowledges and agrees that Chapelbridge Park Associates, a Massachusetts limited partnership ("**Chapelbridge**") as the owner of Chapelbridge Park located at Chapel and Bridge Street, Newton, Massachusetts ("**Property**") is offering to employees of tenants of the buildings ("**Buildings**") on the Property the opportunity to use the new health and equipment room ("**Fitness Room**") subject to and conditioned upon the terms and conditions of this Agreement. The undersigned, an employee of a tenant of one of the Buildings understands that any exercise creates physical stress that may result in a harmful effect. The undersigned agrees that it is solely his/her responsibility to consult with a physician prior to commencing any exercise at the Fitness Room and that the Fitness Room, inclusive of the exercise equipment therein, carries risk of accidental injury to the undersigned. The undersigned agrees only to use the Fitness Room based upon his/her understanding of and proper use of the equipment therein and agrees to use such equipment and the Fitness Room only in an appropriate manner and with due care and in compliance with any and all rules and regulations posted or otherwise provided for the Fitness Room. The undersigned agrees to promptly notify Chapelbridge if the undersigned notices any issues of concern with the Fitness Room inclusive of any equipment. The undersigned agrees that he/she is assuming all risk of loss, damage or injury while using the Fitness Room and such use is at his/her own sole risk. The undersigned further acknowledges that the Fitness Room may be open only during hours designated by Chapelbridge and may not be used at any other hours and that the Fitness Room may be closed temporarily or permanently at any time. The access of the undersigned to use the Fitness Room is for the undersigned only, is a revocable license which may at any time for any reason be revoked by Chapelbridge, and in all events is terminated upon the termination of the undersigned's employment by a tenant of one of the Buildings and/or if the tenant of the Buildings is no longer occupying space in one of the Buildings. The undersigned fully and completely releases Chapelbridge, its partners, employees, agents and representatives and Chapelbridge, Inc., a Massachusetts corporation, its officers, directors, shareholders, agents, employees and representatives and all parties and persons acting by, through, under and on behalf of the foregoing named parties and all such parties successors and assigns (all such parties are collectively referred to as "**Indemnified Parties**"), from any liability for bodily injury or property damage to the undersigned arising out of or related to the undersigned's use of the Fitness Room and the equipment therein, and, the undersigned exonerates, indemnifies and holds harmless and defends the Indemnified Parties from any and all damages, actions, causes of action, claims, judgments, costs and attorneys' fees, known or unknown, now existing or hereafter arising related to or arising out of the undersigned's use of the Fitness Room. The undersigned voluntarily and knowingly hereby waives, to the fullest extent permitted by law, any present or future right to trial by jury in any action or proceeding relating to this Agreement.

EXECUTED as a sealed instrument as of \_\_\_\_\_.

X  
\_\_\_\_\_  
Signature Above:

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No. (work): \_\_\_\_\_

Phone No. (home): \_\_\_\_\_

Company: \_\_\_\_\_

Emergency Contact Information:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone No.: \_\_\_\_\_