



Exercise Facility Agreement and Release of Liability

12709 E Mirabeau Parkway, Building B, Suite 30,
Spokane Valley, Washington 99216

1. In consideration for being allowed to use the Pinecroft Business Park Exercise Facility and related equipment as a tenant or employee of a tenant, I do hereby **waive, release, and forever discharge Pinecroft, LLC and JMA Commercial Real Estate, LLC, whose address is 12709 Building B, Suite 10, Spokane Valley, Washington 99216**, and all their officers, agents, employees, representatives, and all others from any and all responsibilities of liability from injuries or damages resulting from my participation in any activities or use of equipment in the above mentioned activities.
2. I understand and am aware that physical activities and the use of equipment are potentially hazardous activities. I also understand that organized and informal sports and recreation activities involve a risk of injury, heart attack, and even death, and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. **I HEREBY AGREE TO ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, AND I FOREVER RELEASE Pinecroft, LLC and JMA Commercial Real Estate, LLC, from any responsibility.**
3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, or other illness that would prevent my participation in exercise or my use of the equipment. I acknowledge the advisability of consulting with my physician before engaging in exercise or sports activities and following his/her recommendations concerning fitness activities and equipment use.
4. I further acknowledge that I am responsible for my physical health and well-being and **I do hereby assume all responsibility** for my exercise and my participation in exercise activities at the Pinecroft Business Park Exercise Facility.
5. I, the undersigned, acknowledge receipt of the key FOB designated below. I also agree to not allow or to contribute to the making of any unauthorized copies and will not allow anyone else to use the key FOB designated below. In addition, I understand that there is a \$50.00 charge for a lost or stolen key FOB designated below.
6. **I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY. I INTEND THAT IT BE BINDING ON ME AND ON ANYONE (HEIRS, FAMILY, PERSONAL REPRESENTATIVES) WHO MAY CLAIM THROUGH ME ON MY BEHALF.**

Tenant Name: _____ Employee Name: _____

Date: _____ Email Address: _____

Signature: _____

JMA COMMERCIAL REAL ESTATE, LLC – PROPERTY MANAGEMENT

Received by:
(Printed Name) _____ Signature: _____

Key FOB Number: _____