



100 S.E. 2nd Street, Suite 1900, Miami, FL 33131
Phone (305) 539-7100 • Fax (305) 539-7078

Fitness Center Release Form

INDEMNIFICATION AND GENERAL RELEASE AGREEMENT

THIS INDEMNIFICATION AND GENERAL RELEASE AGREEMENT (the "Agreement") is made and entered into as of _____, 201____, by and between BLUE CAPITAL US EAST COAST PROPERTIES, L.P., a Delaware limited partnership ("Owner"), and _____ ("Releasor").

RECITALS:

A. Owner is the owner of that certain building located at 100 S.E. 2nd Street, Miami, Florida 33131, commonly known as Miami Tower at International Place (the "Building").

B. Releasor is an employee of _____, a tenant of the Building.

C. Releasor has requested, and Owner hereby grants to Releasor, the right to use the fitness equipment (the "Fitness Equipment") from time to time located in the fitness facility (the "Fitness Facility") presently located on the 19th floor of the Building, upon and subject to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Releasor hereby agree as follows:

1. Releasor's Agreements.

(a) Releasor acknowledges and understands that Fitness Equipment is potentially dangerous if it is not properly operated and exercises using such Fitness Equipment are not properly performed.

(b) Releasor acknowledges and agrees that use of the Fitness Facility and Fitness Equipment is at the sole risk of Releasor. Without limiting the foregoing, Releasor acknowledges and agrees that Owner will not provide any supervision or instruction regarding the operation or use of any of the Fitness Equipment and that it is the sole responsibility of Releasor to learn the proper operation of any Fitness Equipment. Releasor intends to utilize and to learn the correct execution of all exercises to be conducted on such Fitness Equipment. Releasor covenants and agrees that Releasor shall not use any Fitness Equipment unless Releasor understands how to properly operate and how to correctly conduct an exercise using such Fitness Equipment.

(c) Though Owner may make available certain materials regarding the operation or use of certain items of Fitness Equipment, Releasor acknowledges and understands that Owner is not required to do so and shall have no liability or responsibility for the contents thereof, or any errors or omissions therein.



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(d) Releasor covenants and agrees that, in the event Releasor discovers that any Fitness Equipment in the Fitness Facility is or appears to be malfunctioning that Releasor shall report such malfunction to Owner, at the notice phone number set forth below.

(e) Releasor represents and covenants that Releasor is in good physical condition and has no known physical impairments or restrictions that would impede or inhibit Releasor's ability to use any Fitness Equipment which Releasor intends to utilize. Releasor further acknowledges that Owner has advised Releasor to obtain a medical evaluation prior to undertaking an exercise program in the Fitness Facility and using any of the Fitness Equipment.

(f) Releasor shall comply with all rules and regulations which Owner may from time to time promulgate with respect to the use and enjoyment of the Fitness Facility and the Fitness Equipment.

(g) Releasor covenants and agrees that the rights granted to Releasor herein to use the Fitness Equipment and Fitness Facility shall not extend to any guests or co-workers of Releasor and that Releasor shall not permit or allow any guest or co-worker to enter the Fitness Facility or use the Fitness Equipment. Releasor further covenants and agrees to report any unauthorized entry onto the Fitness Facility or use of the Fitness Equipment to Owner, at the notice phone number set forth below.

2. Release. In consideration for Owner's agreement to permit Releasor to use the Fitness Facility and the Fitness Equipment, Releasor hereby agrees to the following:

IN EXCHANGE FOR THE BENEFITS PROVIDED UNDER THIS AGREEMENT, RELEASOR HEREBY KNOWINGLY AND VOLUNTARILY FULLY RELEASES AND FOREVER DISCHARGES OWNER AND ITS PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, PRINCIPALS, AGENTS, ATTORNEYS, REPRESENTATIVES, ASSIGNS, SUBSIDIARIES, DIVISIONS AND AFFILIATES (COLLECTIVELY THE "OWNER RELEASEES") FROM ALL AND ALL MANNER OF PAST, PRESENT OR FUTURE CLAIMS, DEMANDS AND ACTIONS IN LAW OR IN EQUITY, IN TORT OR IN CONTRACT, OR UNDER ANY OTHER THEORY OF RECOVERY, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, WHETHER NOW EXISTING OR HEREINAFTER ARISING (COLLECTIVELY THE "CLAIMS"), WHICH RELEASOR EVER HAD, NOW HAS OR MAY HAVE HEREAFTER AGAINST OWNER, ARISING OUT OF OR RELATING IN ANY MANNER TO THE USE OF THE FITNESS FACILITY OR THE FITNESS EQUIPMENT, REGARDLESS OF THE CAUSE, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE ON THE PART OF OWNER.



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3. Indemnification. In further consideration for Owner's agreement to permit Releasor to use the Fitness Facility and the Fitness Equipment, Releasor hereby indemnifies, defends and holds harmless Owner and the Owner Releasees from and against any and all losses, claims, actions, cause of action, demands, assessments, damages, liabilities or expenses (including, without limitation, attorneys' fees through all phases of litigation), of any nature whatsoever arising out of or related to the use of the Fitness Facility or the Fitness Equipment by the Releasor.

4. Miscellaneous.

(a) Releasor acknowledges and agrees that it shall be entitled to use the Fitness Facility and the Fitness Equipment therein only for so long as Releasor is an employee of a current Tenant of the Building.

(b) This Agreement shall inure to the benefit of and shall be binding upon, the heirs, successors, assigns, representatives and beneficiaries of the parties, and each of them.

(c) Owner has the right at any time to close the Fitness Facility, either temporarily or permanently, for any reason whatsoever, or to terminate Releasor's right to utilize the Fitness Facility, for any reason whatsoever, including, without limitation, any violation of the terms and conditions set forth herein.

(d) If any term or provision of this Agreement or its application to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement or its application to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) This Agreement is entered into and shall be governed by and interpreted in accordance with, the laws of the State of Florida, including all matters of construction, validity and performance.

(f) In any litigation between the parties regarding this Agreement, the losing party agrees to pay to the prevailing party its reasonable attorneys', paralegals', accountants', consultants', and experts' fees and expenses of litigation at all trial, appellate and alternative dispute resolution levels and forums. For purposes of this paragraph, a party is to be considered the prevailing party if: (a) it initiated the litigation and obtains (by judgment or agreement) substantially the relief sought; or (b) it did not initiate the litigation and the other party does not obtain (by judgment or agreement) substantially the relief sought.



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5. Notices. Any statements, communications, or notices in connection with this Agreement shall be sent to the attention of the person indicated below:

Blue Capital US East Coast Properties, L.P.
100 S.E. 2nd Street, Suite 1900
Miami, Florida 33131
Attention: Property Manager
Telephone: 305-539-7100

RELEASOR:

6. This Agreement contains the entire agreement between the parties.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date and year stated below:

OWNER:

**BLUE CAPITAL US EAST COAST
PROPERTIES, L.P.**

Dated: _____, 201__

By: _____
Title: _____

RELEASOR:

Dated: _____, 201__

Name: _____