

RELEASE OF LIABILITY AND INDEMNIFICATION OF ONE MAIN PLACE
BY TENANT AND/OR EMPLOYEE FOR TENANT'S/EMPLOYEE'S
USE OF "THE FITNESS CENTER"

The owner of the office building (hereafter referred to as "One Main Place") located at 101 SW Main Street, Portland, Oregon 97204, has provided certain individuals with an electronic pass via a card key reader system to access and use the fitness center (hereafter referred to as "The Fitness Center"), which is an unsupervised and unstaffed exercise room located in Suite 240 of One Main Place. The undersigned individual understands and accepts that The Fitness Center is an unsupervised and unstaffed exercise room.

By accepting the electronic pass, the undersigned individual hereby acknowledges that: (1) there are inherent risks to exercising, (2) injuries can occur when exercising, and (3) injuries can occur when using exercise equipment. The undersigned individual voluntarily assumes all risks and liability associated with exercising and with using The Fitness Center and the equipment located therein. In consideration of One Main Place providing the undersigned individual with an electronic pass card to gain entry to The Fitness Center, the undersigned individual willfully signs this document and thereby releases, discharges and forever holds harmless One Main Place, its agents, property managers, asset managers, contractors, officers, employees, members, successors and agents, from any and all liability, claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and any other legal responsibilities, of any form whatsoever, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, manifest or latent, on premises which One Main Place now owns or holds, has at any time heretofore owned or held, or may at any time own or hold by reason of any matter or thing arising out of, or relating to, the undersigned individual's use of The Fitness Center. The undersigned individual acknowledges that the electronic pass card issued by One Main Place is restricted to the undersigned individual's own personal use of The Fitness Center. The undersigned individual promises not to allow any other individual, including family members, to enter or use the Fitness Center.

One Main Place may terminate the undersigned individual's privilege to access and use the Fitness Center at any time, with or without notice. The undersigned individual agrees to return the electronic pass card to One Main Place and/or its property manager upon request, or to surrender the electronic pass card and cease using The Fitness Center at such time that the undersigned individual is no longer employed or a tenant at One Main Place.

Tenant Company Name: _____

I Agree: _____ Signature: _____ Date: _____
Print Name *Sign Name*

(Management Use)

Electronic Pass Card # _____ Date Issued _____ One Main Place _____

ONE MAIN PLACE FITNESS CENTER RULES AND REGULATIONS

To ensure a comfortable atmosphere for everyone, please be courteous and respectful of others.

During peak hours (or while others are waiting) limit your time on the treadmill, elliptical, and stationary cycling machines, etc. to thirty (30) minutes.

Wipe down each piece of equipment after use. Return all weights to proper rack/location after use.

Wear proper attire (no cut-off shorts or sandals). Athletic/tennis shoes must be worn, no other footwear is acceptable. No food, gum or beverages (except water) are allowed.

Use of cell phones inside Fitness Center is prohibited.

Only One Main Place Fitness Center access holders are allowed entry.

Users are responsible for cost of any damages arising from misuse or abuse of equipment.

All Users are required to sign the Release of Liability and Waiver, and Rules and Regulations forms to obtain card key access.

Radios, tape and CD players are not permitted unless they are portable units(like IPOD or Walkman) equipped with headphones.

One Main Place is not responsible for personal belongings lost or stolen in the facility. Personal items/belongings will not be permitted to be stored in the Fitness Center overnight.

Please report problems with equipment to the building management office.

I Agree _____ Signature _____ Date _____
Print Name *Sign Name*