



FITNESS CENTER COMPREHENSIVE WAIVER AND GENERAL RELEASE

I, the undersigned, am executing this Comprehensive Waiver and General Release ("**Waiver and General Release**") in consideration of being allowed access to all or any part of the gym located on the 1st floor of the Trenton Building located at 8300 N.W. 53rd Street, Doral, Florida 33166 (the "**Gym**"). I acknowledge that engaging in any physical exercise or activity carries with it risk of personal injury or even death and, to the extent that I engage in any physical exercise or activity at or use or access any Gym facility, I do so at my own and sole risk, and I assume all liability and responsibility in so doing. This includes, without limitation, my use of any locker room, weight room, parking area, sidewalk or any equipment in the Gym and it also includes my participation in any activity, class, program or instruction located at the Gym. I agree that I am voluntarily participating in these activities and using these facilities and premises and assume all risk of injury, death, illness, disease, damage or loss to me or to my property that might result, including, without limitation, any loss, theft of or damage to any personal property.

I agree that prior to participating in any activity, including but not limited to any sport activities, weightlifting, flexibility training, athletic and performance movements, as well as any and all activities performed within a group exercise, I will inspect the area and all equipment to be used, and if, through my inspection, I determine that anything related to that activity is unsafe, I will immediately stop all activity, advise the Downtown Doral Management Office of this unsafe condition and will not participate until I have verified this condition is corrected.

I agree on behalf of myself (and my personal representatives, heirs, executors, administrators, agents and assigns) to release and forever discharge Doral 8330 Office, LLC Codina Management, LLC and any affiliates, tenants, trustees, directors, officers, members, employees, agents, representatives, managers, staff instructors and successors and assigns of any of the foregoing (each a "**Releasee**" and collectively, "**Releasees**") from any and all claims, causes of action (known or unknown), debt, controversy, damage or liability of any kind (collectively "**Losses**") arising (directly or indirectly) out of my participation in any activities at the Gym or arising (directly or indirectly) from or connected in any way to my use of or access to the Gym or any negligence, gross negligence, omissions or other fault on the part of Releasees. This general release of liability includes, without limitation, injuries or death which are alleged to have resulted from any negligence, gross negligence or other fault on the part of Releasees or which may occur as a result of or in connection with (a) my use and access to the Gym and my use of any exercise or fitness equipment or facilities; (b) any Releasee's alleged improper maintenance of or failure to maintain any exercise or fitness equipment or facilities, (c) any alleged negligent instruction or supervision by any Releasee or by any other individual not associated with the Gym, or (d) my slipping, tripping or falling while in the Gym or on the Gym's premises or at or about the Trenton Building. I am waiving any right that I may have to bring a legal action to assert a claim against any Releasee's negligence or other fault. I agree to indemnify and hold harmless each Releasee from all Losses related to my use of the Gym or participation in any activities and for all reasonable attorneys' fees and costs incurred in enforcing this Waiver and General Release in the event that I (or anyone acting on my behalf) sue one or more of the Releasees.

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as the onsite Management staff may deem appropriate. This Waiver and General Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided.

I agree that any legal action or proceeding arising out of or in any way connected with this Waiver and General Release shall be instituted in a court (federal or state) located in Miami-Dade County, Florida, which shall be the exclusive jurisdiction and venue for litigation concerning this Waiver and General Release. This Waiver and General Release shall be governed by Florida law.

I acknowledge and represent that I have read this Waiver and General Release. I understand that it affects my legal rights and I represent that I have not relied upon any oral statements or representations of anyone to induce me to sign it. I acknowledge that I am signing this Waiver and General Release freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law.

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Signature			Date
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Printed Name			Access Card / Key Fob #
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Company Name			Suite #
<hr/>			<hr/>
Home Address			<hr/> / <hr/> / <hr/>
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City	State	Zip Code	Phone #