

## **FITNESS CENTER WAIVER & RELEASE**

I, \_\_\_\_\_, hereby state and acknowledge the following on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. I am an on-site employee of \_\_\_\_\_, a tenant in One Financial Plaza at 501 N. Broadway, St. Louis, MO (the "Project"), and I am hereby authorized by my employer to use the fitness center located in the Project (the "Facilities") and I am 18 years of age or older.
2. I will not invite, encourage or allow the use of the Facilities by any person other than another on-site employee at One Financial Plaza, who has been authorized to so use the Facilities.
3. The Facilities shall be unmanned and unsupervised. Any and all employees or agents of Stifel Bank – CDC – 501 N Broadway Inc. (the "Project Owner") who may be present at any time in the Facilities are not trained or authorized to provide health, fitness or medical assistance or advice.
4. I assume full responsibility for my use of the Facilities at my sole risk and shall abide by the rules and regulations for the use of the Facilities that are in effect from time to time.
5. I agree to return the access card upon cessation of employment.
6. I agree that my access to the facility may be taken away at any time for any reason.
7. **I, for myself, my heirs and representatives, hereby release, discharge and hold harmless the Project Owner and its respective employees and agents and their respective successors, assigns, and heirs from any and all liability, cost of defense (including attorneys' fees) arising from any injury to me (including death), damage to, loss of, or theft of my property or any other injury, loss or damage occurring in the Facilities or resulting in any manner from the use thereof. All indemnities, releases and obligations to defend contained in this paragraph will be enforced to the fullest extent permitted by applicable law for the benefit of the applicable beneficiary thereof, even if the applicable claim is caused by the active or passive negligence or sole, joint, concurrent or comparative negligence of such beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such beneficiary, but will not be enforced to the extent that a court of competent jurisdiction holds in a final judgment that a claim is caused by willful misconduct or gross negligence of such beneficiary.**

Tenant Employee Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Access Card #: \_\_\_\_\_