

**CENTER PLAZA AMENITY AND BICYCLE FACILITY
CONSENT AND WAIVER OF LIABILITY**

I _____ am an employee of _____, a tenant of Center Plaza, Boston, Massachusetts, (“Building”), and wish to make use of the facilities, bicycle storage, golf simulators, game area, locker rooms and equipment (collectively, the “Facilities”) located at Building. In order to use the Facility, I hereby certify, covenant and agree as follows:

1. I understand that the owner of the Building, **SHIGO Center Plaza Owner, LLC** (“Owner”), is making the Facilities available to all tenants of the Building and their employees. The Facilities shall be used only by such tenants and the employees of such tenants who have signed an Amenity and Bicycle Facility Consent and Waiver of Liability. **NO GUESTS, FAMILY MEMBERS OR CHILDREN ARE PERMITTED. SHARING OF ACCESS CARDS IS STRICTLY PROHIBITED.**
2. I fully recognize that I am responsible for the knowledge of my own state of health at all times and use the Facilities at my own risk. All exercise and all activities I participate in are at my own risk. I acknowledge that neither the Owner, nor **Synergy Financial, LLC** (“Owner’s Agent”), nor any of the Owner’s, nor Owner’s Agent’s advisors, employees, contractors or vendors (collectively, the “Owner Parties”), are expected or required to provide training on any of the equipment in the Facilities or to provide training materials.
3. I acknowledge that neither the Owner, nor the other Owner Parties, make any representations or warranties about the condition of the equipment.
4. I acknowledge that the Facilities are unstaffed. I understand and acknowledge that neither the Owner, nor any of the Owner’s Parties, represents that its employees, personnel or agents have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect any specific exercise on such medical condition.
5. I fully recognize that I am responsible for my bicycle and use the storage area at my own risk. All use of storage lockers and activities I participate in are at my own risk. I acknowledge that neither the Owner, nor any of the Owner Parties, are responsible for the safety or security of my bicycle or any accessories.
6. I acknowledge that I have received and read a copy of the current Rules and Regulations governing the use of the Facilities (a copy of which is attached hereto). I agree I will fully comply with all rules and regulations as they are amended from time to time.
7. The Owner reserves the right to deny access to the Facilities to anyone who fails to comply with the terms of this Waiver.

I agree that neither the Owner, nor any of the Owner Parties shall be held liable or responsible in any way should I be injured while using the Facilities or any facilities, equipment and materials located therein, regardless of whether such injuries are caused by or resulted from any negligence on the part of the Owner or the Owner Parties. Also, I agree to indemnify and hold the Owner and the Owner Parties harmless from any and all lawsuits, claims, damages, including costs and attorney’s fees, arising or resulting from my use of the Facilities.

I understand that the Owner is relying upon this Waiver Agreement in permitting me to use the Facilities, equipment and materials located therein, and that this Waiver Agreement shall remain in effect until my use of the Facility is no longer valid.

USER:

Employee Signature: _____

Employee Printed Name: _____

Company: _____

Email Address: _____

Access Card #: _____

Date: _____

Office Use Only	
Access card program	<input type="checkbox"/>
Email notification	<input type="checkbox"/>