

**FITNESS CENTER & YOGA STUDIO
ACKNOWLEDGEMENT WAIVER & RELEASE
FLORHAM PARK CORPORATE CENTER
25 Vreeland Road, Florham Park, NJ**

NAME (please print clearly): _____

Male Female

COMPANY NAME: _____

CELL PHONE: _____ BUSINESS PHONE #: _____

E-MAIL: : _____ ACCESS CARD #: _____

EMERGENCY CONTACT NAME & PHONE: _____

By signing this form I acknowledge that I have been advised that:

1. Before I use the Fitness Center's facilities, I must consult a physician to determine my capacity to use the Fitness Center's facilities and equipment.
2. The Fitness Center is an unsupervised facility and either I am fully familiar with the equipment, its use and operation or I accept the responsibility to become familiar with it.
3. I am responsible to become familiar with and abide by the rules for use of the Fitness Center's facilities as same may be promulgated from time to time by Florham Park Corporate Center – 25 Vreeland Venture, LLC.

I agree to assume the risk of any and all accidents or injuries of any kind which may be sustained by reason of or in connection with my use of the Fitness Center's facilities. I release, discharge and absolve, FLORHAM PARK CORPORATE CENTER – 25 VREELAND VENTURE, LLC and all its affiliates, including the owners and lenders of the buildings, and their respective partners, directors, officers, agents, employees and Property Manager, Bergman Realty Corporation, (all of which are collectively called "25 VREELAND VENTURE, LLC") from any and all loses, costs, liabilities, expenses or responsibilities arising from any claim for damages on account of personal injury(ies) including death, or damage(s) to property in any way relating to the use of the Fitness Center's facilities.

The Fitness Center is provided for the tenants and employees of the tenants of the buildings in Florham Park Corporate Center. Absolutely no guests are permitted! Violation of this restriction will result in an immediate termination of my right to use the Fitness Center. I agree that I am responsible for any claims and damages for injury, damage or loss to any persons I bring to the Fitness Center in violation of this restriction and I will indemnify, defend and hold harmless 25 VREELAND VENTURE, LLC against any and all such claims and suits for damages.

I agree that the access card issued to me will be used in accordance with all rules and regulations of 25 VREELAND VENTURE, LLC, as same may be amended from time to time. No duplicate keys may be made without prior approval from an authorized representative.

I acknowledge that lockers are to be used on a daily basis only, and that any locks left on lockers after normal business hours may be removed and discarded, and the contents therein may be disposed of by management, and I agree not to hold management responsible for the same.

I further agree to return the access card in the event of (i) the termination of my employment at Florham Park Corporate Center, (ii) the termination of my lease or license at Florham Park Corporate Center, or (iii) demand by 25 VREELAND VENTURE, LLC. Should I lose the access card I will report the loss to 25 VREELAND VENTURE, LLC and I will be responsible for the cost of replacing the access card.

I have read all terms of this release and understand that I am signing a complete release and bar to any claim against 25 VREELAND VENTURE, LLC. its successors and assigns, and their members, partners, officers, directors and employees arising out of the use of the Fitness Center. I understand that this release shall be binding on my heirs and other legal representatives.

By: _____

By signing on the line above, I accept these terms

Date

**Please email completed form to: Bergman Real Estate Group, Donna Jacobson: donna@bergmanrealty.com
732-855-8600**