HEALTH CLUB WAIVER AGEREMENT

I,______, an employee of, ______, Building ______, Suite _____, wish to make use of the Fitness center located on the 1st Floor of One Lakeside Commons, 990 Hammond Drive, Atlanta, GA 30328. In connection with my use of the Fitness, Center, I understand, agree and acknowledge certain matters as follows:

- I understand that the owner of Lakeside Commons, U.S. REIF Lakeside Commons Georgia, LLC (hereinafter called the "Owner") is making the Fitness Center available to tenants of Lakeside Commons and their employees; the Fitness Center shall be used only by such tenants and the employees of such tenants who have signed this Waiver Agreement- NO GUESTS, FAMILY MEMBERS OR CHILDERN are permitted.
- 2. I understand and agree that my use of the Fitness Center, and the facilities and equipment located therein, is at my own risk.
- 3. I understand and agree that the Owner will not provide any instruction, supervision or direction regarding the use of the equipment and that I will not use any piece of equipment with which I am not thoroughly familiar or which I do not know how to operate.
- 4. I understand that the Owner may make available, upon request, materials supplied by the manufacturer of such equipment, but that the Owner is not required to maintain or provide such materials and I agree that the Owner will not be held liable or responsible in any way for the contents of any emissions from such material.
- 5. I acknowledge that the Owner has advised me to obtain a medical examination prior to utilizing any of the equipment in the Fitness Center. I am in good physical condition and physically able to use any equipment and participate in any exercise program at the Fitness Center.
- 6. The Owner shall have the right, from time to time, to promulgate and establish rules and regulations relative to the use and enjoyment of the Fitness Center and I agree to comply with such rules and regulations.

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- 7. The Owner has the right at any time to discontinue the availability of the Fitness Center either temporarily or permanently.
- 8. The Owner reserves the right to deny access to the Fitness Center to anyone who fails to comply with the terms of this Agreement.

I agree that none of the Owners, the partners therein, their respective partners, officers, directors, agents or employees, shall be held liable or responsible in any way should I be injured while using the Fitness Center 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. I agree never to sue Owner as a result of such injury. Also, I agree to indemnify and hold the Owner, the partners therein, their respective partners, officers, directors, agents, and employees harmless from any and all lawsuits, claims, damages, including costs and attorney's fees, arising out of or resulting from my use of the Fitness Center. All of the foregoing applies with respect to any and all known and unknown, foreseen and unforeseen bodily and personal injuries, and consequences thereof.

I understand that the Owner is relying upon this Waiver Agreement in permitting me to use the Fitness Center, and the facilities, equipment and materials located therein, and that this Waiver Agreement shall remain in effect until such time as I notify the Owner in writing that it has been revoked or as Owner has exercised its right under Paragraphs 8 or 9 above, at which time I will no longer be permitted to use the Fitness Center facilities. The provisions of this Waiver Agreement will bind my heirs, representatives, successors and assigns.

Witness	Signature	Date
	Print Name	
	Tenant Name	
Please return via fax to 678-334-2401	Badge Number	