

Ptarmigan at Cherry Creek

HEALTH CLUB WAIVER

Ptarmigan at Cherry Creek Health Club Waiver

Release and Agreement

I, _____ in consideration of the license to use the stairways, exercise room, exercise equipment and related facilities located at the office building known as Ptarmigan at Cherry Creek, 3773 Cherry Creek Drive N, Denver, Colorado 80209, (the "premises") for any/all physical activity do hereby release and forever discharge HTD-Ptarmigan at Cherry Creek, LLC, Hamilton Titan Partners, LLC and their affiliates, representatives, employees, agents successors, and assigns from any and all liability for any and all claims, demands, actions, causes of action, damages and cost for all personal injuries, loss of time, pain and suffering and any other loss, damages and expenses arising out of my use of the premises for any and all physical activity.

I, _____, further agree to defend, indemnify and save free and harmless HTD-Ptarmigan at Cherry Creek, LLC, Hamilton Titan Partners, LLC, their representatives, employees, agents, successors, and assigns from and against claims, demands, fines, suit actions, proceedings, orders, decrees and judgments of and any kind or nature and from an against any and all costs and expenses, including reasonable attorney's fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, from or on account of my use of the premises for any and all physical activity.

I further agree to abide by all the rules and regulations as hereinafter amended or supplemented, establishes by Manager, its representatives, employees, agents, successors, and assigns applicable to the authorized use of the premises and agree that my license to use the premises may be canceled at any time, without prior notice or warning, and that I disclaim any recourse in the event of such cancellation and agree to immediately vacate the premises upon request.

I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT. I AM AWARE OF THE FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS AND VOLUNTARILY AND FREELY AGREE TO THE TERMS AND CONDITIONS AS SET FORTH.

Signed and dated this _____ day of _____, 20____

Name: _____
(Printed) (Signature)

Address: _____ City: _____

Employer (Name of Business) _____

Phone (work): _____ (home): _____

Emergency Contact: _____ phone: _____

Access Card #: _____