

## BOSTON PROPERTIES – CARNEGIE CENTER

### FITNESS CENTER ACKNOWLEDGEMENT RELEASE

NAME (please print clearly): \_\_\_\_\_

Male ☐      Female ☐

COMPANY NAME: \_\_\_\_\_

BUILDING: \_\_\_\_\_ SUITE: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ ACCESS CARD #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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

1. Before I use the Fitness Center's facilities, I should 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 Boston Properties – Carnegie Center.

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, BOSTON PROPERTIES LIMITED PARTNERSHIP and all its affiliates, including the owners and lenders of the buildings, Carnegie Center Owners Association and Carnegie Center Owners Association II, and their respective partners, directors, officers, agents and employees, (all of which are collectively called "BOSTON PROPERTIES – CARNEGIE CENTER") from any and all losses, 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, except if such claim is the result of the gross negligence of BOSTON PROPERTIES – CARNEGIE CENTER.

The Fitness Center is provided for the tenants and employees of the tenants of the owners of the buildings in Carnegie 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 BOSTON PROPERTIES – CARNEGIE CENTER 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 as set forth by BOSTON PROPERTIES – CARNEGIE CENTER. No duplicate keys may be made without prior approval from an authorized representative.

I further agree to return this access card in the event of the termination of my employment at Carnegie Center or the termination of my lease or license in Carnegie Center, if I am a tenant or licensee, or upon demand by BOSTON PROPERTIES – CARNEGIE CENTER. Should I lose this access card I will report the loss to BOSTON PROPERTIES LIMITED PARTNERSHIP and I will be responsible for the cost of replacing the access card.

\_\_\_\_\_  
By signing on the line above, I accept these terms

\_\_\_\_\_  
Date