

FIRST NATIONAL BANK BUILDING FITNESS CENTER

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

WAIVER

In consideration of permission to use the property, facilities, staff, equipment, and services of the First National Bank Building today and on all future dates, to the fullest extent allowable under the law, I, for myself, my heirs, personal representatives or assigns, do hereby waive, release, and discharge NG 332 Minnesota St, LLC and Nightingale Realty, LLC, as well as any successors, assigns, affiliates and subsidiaries, and any of their directors, officers, employees, managers, members, and agents (each a "First National Bank Building Party" and collectively, the "First National Bank Building Parties") from liability from any and all claims including, without limitation, personal injury, accidents or illnesses (including death), and property loss, arising out of or relating to use of the First National Bank Building's facilities, premises and/or equipment, regardless of whether any such claim results from the negligence or fault of any First National Bank Building Party.

Signature _____

Date _____

ASSUMPTION OF RISKS

The very nature of physical activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The First National Bank Building Fitness Center includes facilities for and provides for activities such as weight lifting, running, aerobic activities, sporting activities, and fitness classes some of which activities involve (a) strenuous exertion using various muscle groups, (b) rapid movement involving speed and change of direction, and/or (c) sustained physical activity which places stress on the cardiovascular system.

While specific risks vary from one activity to another, risks include, without limitation: (i) minor injuries such as scratches, bruises, and sprains; (ii) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (iii) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by the First National Bank Building Fitness Center's facilities and programs. I hereby assert that I knowingly assume all such risks.

Signature _____

Date _____

SEVERABILITY

I further expressly agree that the foregoing Waiver and Assumption of Risks are intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota and if any portion thereof is held invalid, it is agreed that the balance will continue in full legal force and effect to the maximum extent permissible.

Signature _____

Date _____

INDEMNIFICATION AND HOLD HARMLESS

I also agree to INDEMNIFY AND HOLD HARMLESS the First National Bank Building Parties from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including, without limitation, attorneys' fees arising out of or relating to my use of or involvement at the First National Bank Building and to reimburse them for any such expenses incurred.

Signature _____

Date _____

ACKNOWLEDGEMENT OF UNDERSTANDING

I have read this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature _____

Date _____

Print Name (Clearly) _____

Tenant Business Name: _____

Please indicate Gender: Male _____ Female: _____

Your business e-mail address: _____ Daytime Phone #: _____