

AMERIMAR WANAMAKER MANAGEMENT CO. II, INC.
THE WANAMAKER BUILDING
FITNESS CENTER

DATE _____

NAME (PLEASE PRINT) _____

EMPLOYER _____

FLOOR / SUITE # _____

BUSINESS PHONE _____

TENANTS INTERESTED IN MEMBERSHIP: PLEASE COMPLETE THIS APPLICATION AND RETURN IT TO YOUR DESIGNATED TENANT REPRESENTATIVE. UPON RECEIPT FROM THE TENANT REPRESENTATIVE, YOUR BUILDING ACCESS CARD (TOUCHCOM CARD) WILL BE PROGRAMMED TO PROVIDE ACCESS AND YOUR TENANT REPRESENTATIVE WILL BE NOTIFIED UPON COMPLETION OF THE CARD ACTIVATION.

WAIVER OF CLAIMS

I UNDERSTAND THAT RECREATIONAL AND ATHELETIC PARTICIPATION MAY BE DANGEROUS, AND THAT I RISK INJURY TO MYSELF AND OTHERS IN CONNECTION WITH MY USE OF THE FITNESS CENTER AND ITS EQUIPMENT. THEREFORE, AS ADDITIONAL CONSIDERATION FOR MY RIGHT TO USE THE FITNESS CENTER AND ITS EQUIPMENT (INCLUDING BUT NOT LIMITED TO THE USE OF WEIGHTS, CARDIOVASCULAR EQUIPMENT, EXERCISE PROGRAMS AND APPARATUS DESIGNED FOR EXERCISING) I ASSUME ALL RISKS IN CONNECTION THEREWITH. I UNDERSTAND THAT THE SELECTION OF EXERCISE PROGRAMS, METHODS, AND TYPES OF EQUIPMENT USED BY ME SHALL BE AT MY SOLE ELECTION, AND THAT PHILADELPHIA CENTER REALTY ASSOCIATES, L.P., WANAMAKER OFFICE LEASE, L.P. BEHRINGER HARVARD HOLDINGS, LLC; BEHRINGER HARVARD REIT I, INC. (HEREAFTER CALLED "OWNER"), AMERIMAR WANAMAKER MANAGEMENT CO. II, INC., IPC/AMERIMAR MANAGEMENT CO., LLC AND HPT MANAGEMENT SERVICES, LP (HEREAFTER CALLED "MANAGER") WILL HAVE NO INDEPENDENT KNOWLEDGE IF AND WHEN ANY EQUIPMENT WITHIN THE FITNESS CENTER SHALL BE DAMAGED, DEFECTIVE OR IN DISREPAIR, AND I HEREBY ASSUME ALL RISK WITH RESPECT TO SUCH PROGRAMS, METHODS, EQUIPMENT AND THE CONDITION THEREOF.

THE FITNESS CENTER, OWNER AND MANAGER SHALL NOT BE LIABLE TO ME FOR ANY CLAIMS, DEMANDS, INJURIES, DAMAGES OR ACTIONS CAUSED BY ANY INJURY I SUSTAIN OR DAMAGE TO MY PROPERTY ARISING OUT OF OR IN CONNECTION WITH MY USE OF THE SERVICES, FACILITIES AND EQUIPMENT OF THE FITNESS CENTER OR THE PREMISES WHERE THE SAME IS LOCATED. I HEREBY AGREE TO HOLD THE FITNESS CENTER, THE OWNER AND MANAGER OF THE BUILDING AND THEIR EMPLOYEES HARMLESS FROM ALL CLAIMS WHICH MAY BE BROUGHT AGAINST ANY OF THEM BY ME OR ON MY BEHALF FOR ANY INJURIES, CLAIMS OR DAMAGES. IN ADDITION, I ACKNOWLEDGE THAT THE FITNESS CENTER SHALL NOT BE RESPONSIBLE OR LIABLE TO ME FOR ANY PROPERTY DAMAGED, LOST OR STOLEN FROM ANY LOCKERS, OR ELSEWHERE IN AND ABOUT THE FITNESS CENTER.

I UNDERSTAND THAT PERSONAL ITEMS SHALL NOT BE STORED IN ANY AREA OF THE FITNESS CENTER BEYOND MY EXERCISE SESSION AND THAT LOCKS AND ITMES REMAINING ON OR IN THE LOCKERS AT FITNESS CENTER CLOSING WILL BE REMOVED BY THE MANAGER. I UNDERSTAND THAT GUESTS ARE NOT PERMITTED IN THE FITNESS CENTER AND AGREE NOT TO PERMIT ACCESS TO ANY OTHERS, OTHERWISE MY ACCESS PRIVELEGES WILL BE REVOKED.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I HAVE READ, THAT I UNDERSTAND, AND THAT I AGREE TO ALL OF THE ABOVE.

SIGNED: _____ DATE: _____

PRINT NAME: _____

APPROVED BY: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

E-MAIL: _____