

**8181 EAST TUFTS
FITNESS CENTER
LICENSE AGREEMENT**

PLEASE PRINT

This License Agreement, hereinafter referred to as the "License Agreement", or the "License", is made and entered into this _____ day of _____, 20____, by _____ ("Licensee") of _____ (Employer – Company Name) and Westcore Tufts, LLC, ("Licensor"), the owner of the building located at 8181 East Tufts Avenue, Denver, CO 80237 (the "Building").

The License Agreement shall govern Licensee's use of the exercise facility located in the Building (the "Facility") and is executed by Licensee is consideration of permission to use the Facility hereby granted by Licensor. Licensee acknowledges that he/she has carefully reviewed this License Agreement and fully understands all of its provisions prior to signing.

Licensee covenants and agrees as follows:

1. Licensee agrees to use the Facility and all of the apparatus contained therein in its proper manner, consistent with the purposes for which such Facility and apparatus were designed and in full compliance with all rules and regulations for use thereof, and for the use of the Building, promulgated or which may be promulgated by Licensor.
2. Any damage to the apparatus of the Facility directly or indirectly caused by Licensee shall be the responsibility of Licensee, who shall reimburse Licensor promptly therefore upon demand.
3. Licensee represents that he/she has had a full physical examination by a physician within six (6) months prior to the date of this License Agreement and does not suffer from any physical conditions which would make Licensee's use of the Facility unsafe or otherwise medically or physically inadvisable for him/her. Licensee also represents that he/she will continue to have full physical examinations on a regular basis as recommended by his/her physician or otherwise when his/her physical condition would prudently dictate such discontinuance. Licensee acknowledges that (i) use of the Facility will involve strenuous activity, and certain apparatus and activities are or may become dangerous, and (ii) the apparatus and equipment within the Facility can cause personal injuries even if not defective, or possess or develop defects of which Licensor is unaware. Licensee agrees to give Licensor written notice of any defect in the apparatus or equipment in the Facility immediately upon acquiring knowledge thereof.
4. Licensee understands that this License is non-transferable and is personal to him/her, and Licensee agrees not to permit entry to the Facility by any person who has not signed a similar License Agreement with Licensor.
5. Licensee shall, and does hereby, indemnify and hold harmless Licensor from any and all loss, damage, liability, cost, expense or claim (including without limitation reasonable attorney's fees and all costs) arising from or in any way relating to a breach of Licensee's representation contained in Paragraph 4 above.
6. Licensee hereby agrees to fully and completely comply with any and all rules and regulations for use of the Facility or Building established by Licensor or the property manager for the Building and any charges or amendments thereto.
7. Licensee acknowledges that use of the Facility may result in injury, illness or death to Licensee and the Licensor makes no representations express or implied, to Licensee with regard to the safety of the Facility, its layout and the apparatus. Licensee hereby agrees that the use of the Facility and all apparatus shall be undertaken by Licensee at his/her own risk. Licensee further agrees that neither the Licensor, the facility designer nor the property management firm shall be liable either to licensee or to any other person for any claims, demands, injuries, damages, actions or causes of action whatsoever arising from or in any way connected with use of the Facility and the apparatus and the terms, conditions, and provisions of the License. Licensee shall, and does hereby, indemnify and hold harmless, Licensor from and against any and all loss, damages, liability, cost, expense or claim (including without limitation, reasonable attorney's fees and all costs) incurred by Licensor and occasioned by or in any way related to or connected with the use of the Facility by Licensee. Licensee, for itself and its assigns, heirs, distributees, guardians and legal representatives, hereby forever releases and discharges Licensor, the facility designer and the property management firm from all acts on the part of Licensor, the facility designer, the property management firm and their contractors, agents and employees. LICENSEE ACKNOWLEDGES THAT IT IS VOLUNTARILY MAKING USE OF THE FACILITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH AND VERIFIES THIS STATEMENT BY PLACING ITS INITIALS HERE: _____.
8. Licensor may cancel this License at any time upon notice to Licensee.
9. This License contains the entire agreement between the parties hereto, and there are no understandings, representations or warranties of any kind except as set forth in this License Agreement.
10. LICENSEE HAS CAREFULLY READ THIS LICENSE AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. LICENSEE IS AWARE THAT THIS IS A RELEASE OF LIABILITY WITH RESPECT TO ITS INJURIES AND DAMAGES, AND AN ASSUMPTION OF LIABILITY WITH RESPECT TO INJURIES AND DAMAGES TO PERSONS DESCRIBED IN PARAGRAPH 4 ABOVE, AND A CONTRACT BETWEEN LICENSEE AND LICENSOR, AND SIGNS IT OF ITS OWN FREE WILL.

IN WITNESS WHEREOF, the undersigned has executed this License Agreement on the day and year above written.

Licensee Signature