



HEALTH FACILITY RULES

1. The facility is open only to tenants (and their employees) of Plaza 7000 & One Far West who have signed the Landlord's Waiver and Release form.
2. Guests and Children are not allowed in the facility at any time.
3. Doors to the facility are to remain closed at all times. Access is granted only with a valid building access card. Each user must present his or her building access card upon entrance to the facility.
4. All equipment should be used for Manufacturer's designated purpose only.
5. Use of the facility equipment is at the user's own risk.
6. As a courtesy to other users, please wipe down each piece of equipment after use.
7. No food or drinks are allowed in the health facility at any time, with the exception of bottled water.
8. Loud music is prohibited in the Health Facility at all times. Only walkmans with headphones are allowed.
9. Do not leave any personal items unattended. Lockers are provided for the safe keeping of personal belongings. Management is not responsible for items that are lost or stolen. Locks are to be provided by users and must be removed prior to exiting the facility.
10. No personal items shall be left in lockers overnight. Items left in lockers or shower area will be placed in the lost and found, which will be emptied the first Monday of each month.

The Health Facility rules are intended for the safety and consideration of all users. Violation of these rules may result in Health Facility privileges being revoked.

Waiver & Release

I _____ am an employee of _____, a tenant in the Plaza 7000/One Far West office building, Suite _____, Austin, Texas 78731 ("Plaza 7000/OFW"). I desire to obtain permission from the landlord to use the exercise room and the associated equipment (the "Facility") at Plaza 7000.

As a condition to and in consideration of the landlord granting me permission to use the Facility, I hereby represent, warrant, covenant and agree as follows:

1. I understand that I do not have a right to use the Facility without the express permission of the landlord. I further understand that the landlord may revoke my permission to use the Facility at any time.
2. I have received a copy of the rules and regulations relating to the operation of the Facility and I have read and understand them. I agree to abide by the rules and regulations as they may be modified and amended from time to time by the landlord.
3. I have received an access card key for entry into Plaza 7000 which also permits access to the Facility. I agree not to loan it to anyone (including to other tenants or employees or guests of tenants of Plaza 7000/OFW) and to return it to the landlord or my employer at such time as my employment and/or lease at Plaza 7000/OFW ends.
4. I understand that no guests are allowed to enter or use the Facility.
5. To my knowledge, I have no health problems or conditions which could render vigorous exercise dangerous to my health or well being. I am not under any type of medical treatment nor am I taking any prescriptions or medications which could render my use of the Facility dangerous to my health or well being. I UNDERSTAND THAT MY USE OF THE FACILITY IS AT MY OWN RISK.
6. Neither landlord nor any other party has made any representations, warranties, or statements to me regarding the safety of the equipment in the Facility. I hereby represent and warrant to landlord that I am knowledgeable regarding the use and operation of the exercise equipment in the Facility and that landlord does not provide instruction or supervision regarding the use of such equipment.
7. I hereby release, discharge and acquit Plaza 7000, Ltd., the owner of Plaza 7000, 3410 Far West, Ltd., the owner of One Far West, and Kucera Management, Inc., all of their officers, directors, shareholders, partners, employees, agents, legal representatives, successors, heirs and assigns from any and all loss, cost, expense, liability, damages, claims, actions and causes of action of any kind, type or nature whatsoever (including, without limitation, court costs and attorneys fees) which I may incur or experience or which may arise in connection with or incidental to my use of the Facility, including, without limitation, any and all injuries to my person and any and all economic loss occasioned as a result of the theft of my property at the Facility, it being hereby acknowledged, understood and agreed that any and all

use of the Facility by me is voluntary and is conditioned upon this release and but for my execution of this release, I would not be permitted to use the Facility.

8. I further understand, covenant and agree that this is a full and complete release and covenant not to sue and I have executed it voluntarily and under no duress.

SIGNED this _____ day of _____, 20_____.

Signature

Access Card Number

Printed Name

Company Name