

875 W.E Apartment Corp.
875 West End Avenue
New York, New York 10025

WAIVER AND RELEASE AGREEMENT FOR USE OF 875 WEA GYM

THIS AGREEMENT MUST BE SIGNED BY ALL PERSONS
PRIOR TO USING THE GYM

The undersigned hereby requests of 875 W.E Apartment Corp., its officers, directors, shareholders, managing agents, independent contractors and employees (collectively "the Co-op") membership in and permission to use the Co-op's Gym (the "Gym") according and subject to the following:

I represent that I am in good health and have no disability, impairment, medical condition, or illness which may prevent me from engaging in exercise or use of the Gym facilities and equipment or which poses a health risk to other users of the Gym. I assume full responsibility for my medical condition as it relates to engaging in exercise. I agree that neither I nor any personal trainer that I employ shall use the Gym's facilities or equipment with open cuts, abrasions, sores, infections, contagious conditions or maladies which may impose a health risk to others in accordance with state and local health requirements. Further, I represent to the Co-op that I have consulted with a physician and have not been instructed by such a physician to refrain from using the Gym equipment or not to participate in any activities of the type available in the Gym.

I understand that my presence in the Gym and our use of the Gym involves risk. I hereby assume all risk and responsibility for any accidents, damage, injury or other effect of any kind upon the health or physical condition of myself or personal trainers sustained as a result of my (or my personal trainer) engaging in physical exercise, use of the Gym facilities and equipment (and any malfunction thereof) and all other activity at the Gym. In consideration of making the facility available to me, I acknowledge and agree that the Co-op is not responsible for any losses, damages, liabilities, demands or expenses of any kind incurred by me or personal trainers employed or used by me on account of or as a result of my or my personal trainers' use of the Gym's equipment or presence in the Gym and I agree to indemnify and hold harmless the Co-op from all claims, losses, damages, liabilities, demands or expenses (including without limitation attorneys' fees and other legal costs) of any kind that may be incurred by the Co-op in connection therewith. This waiver shall include any and all claims, demands, damages and causes of action, present or future, whether known or unknown, resulting from my use of the Gym or its equipment, including, without limitation, all claims based on negligence and known defects. I agree that I will not make a claim or initiate suit against the Co-op in connection with the use of the Gym.

The Co-op has advised me not to bring valuable personal property into the Gym. I assume full responsibility for any loss of or damage to my (or my personal trainer's

personal property which may occur at the Gym. The Co-op shall not be liable for the loss, theft, or damage of any personal property located anywhere in the Gym.

I have been informed and acknowledge that the Co-op will not provide any trainers or other supervision at or in connection with the Gym. I agree to use the equipment and facilities of the Gym without any such supervision.

I have neither requested nor received any express representations or warranties as to the use of the equipment and facilities and the Co-op has not made and does not make any actual or implied representations or warranties regarding the condition or appropriate use of the equipment.

This waiver has been executed by me and may not be used by any other person for the purpose of using the Gym. I understand and agree that my membership in the Gym is nontransferable.

I acknowledge that I have received a copy of the Gym rules and agree to abide by them and any amendments to them hereafter adopted. I agree that the Co-op may suspend or revoke my membership, without refund of any membership fees, upon determining to its reasonable satisfaction that I have materially violated the Gym rules or that I have materially breached the terms of this Agreement.

The Co-op may repair, at my expense, all damage or injury to the Gym or to its fixtures, appurtenances or equipment caused by me or by any member of my family, and I agree to pay the Co-op on demand any amounts so expended by the Co-op. Failure to pay within 30 days allows the Co-op to revoke membership and to pursue other legal remedies.

I agree that any dispute or question concerning the use of the Gym shall be resolved by the Board of Directors of the Co-op and the decision of such Board shall be binding upon that person in all respects.

I have read and understand the foregoing, and have had an opportunity to consult counsel regarding this Agreement. I agree to abide by and be bound by the foregoing terms and conditions.

Signature (date) (apt)

Parent's Signature (for children under 18)

Please Print Name