

**RELEASE AND INDEMNIFICATION**  
**USE OF FITNESS CENTER**  
**Prominent Pointe**

The undersigned, \_\_\_\_\_ ("Participant"), hereby represents and warrants that he/she has no medical conditions or physical disabilities that would prevent Participant from participating in any physical activity, including but not limited to exercising and physical exertion, and that Participant is in good physical condition and not currently under a doctor's care. Participant further understands and agrees that his/her participation at the Fitness Center is at his/her own risk and he/she hereby agrees to release, indemnify, discharge and hold harmless, absolutely, unconditionally and forever W-V PP Owner VIII, LP and VANDERBILT OFFICE PROPERTIES, LLC, its parent and any of its affiliates, subsidiaries and their respective officers, directors, representatives, agents, or employees, from any and all liability by reason of any and all claims, actions, suits, proceedings, costs, obligations, losses, expenses, damages and liabilities, including a) injury to or death of any person(s); b) damage to or loss of any equipment, materials or other personal property; or c) reasonable attorneys' fees arising out of, connected with or resulting from any and all claims of whatsoever kind or nature that may occur as a result of Participant's involvement and participation at the Fitness Center located at 8310 – G N. Capital of Texas Hwy., 2<sup>nd</sup> Floor, Austin, TX 78731.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Access Card Number

Dated: \_\_\_\_\_