

**1200 NEW HAMPSHIRE AVENUE HEALTH FACILITY
MEMBERSHIP USE AGREEMENT**

In consideration of the undersigned Member's acceptance into the *1200 NEW HAMPSHIRE HEALTH FACILITY*, Member hereby agrees as follows:

1. Member agrees to keep and obey all rules and regulations now in force or in the future prescribed by *1200 NEW HAMPSHIRE HEALTH FACILITY* for the use of the facilities. Member acknowledges that NH Street Partners Holdings LLC, owner of the *1200 NEW HAMPSHIRE HEALTH FACILITY* reserves the right to revoke Member's rights to use the facilities if Member fails to keep and obey any such rules and regulations.
2. Member certifies that he or she is in excellent health on this date and is physically fit to participate in a physical fitness program of exercise and the use of physical fitness equipment in the facilities.
3. In consideration of Member's attendance at or use of the premises and facilities owned by NH Street Partners Holdings, LLC., Member expressly agrees that NH Street Partners Holdings, LLC, PM Realty Group and their respective present and former general and limited partners, affiliates, principals, partners, trustees, beneficiaries, shareholders, directors, officers, employees, agents, servants and the successors and assigns thereof shall not be liable for any damages arising out of or resulting from personal injury sustained by Member as a result of Member's use of the *1200 NEW HAMPSHIRE HEALTH FACILITY* and the equipment therein. ***MEMBER AGREES THAT BY EXECUTING THIS AGREEMENT, MEMBER ASSUMES FULL RESPONSIBILITY FOR ANY INJURIES, DAMAGES OR LOSSES WHICH MAY BE INCURRED BY MEMBER AS A RESULT OF MEMBER'S USE OF THE 1200 NEW HAMPSHIRE HEALTH FACILITY AND THE EQUIPMENT THEREIN.***
4. Member agrees that NH Street Partners Holdings, LLC, PM Realty Group, LP and their respective agents or employees of the *1200 NEW HAMPSHIRE HEALTH FACILITY* will not be liable for loss or theft of Member's personal property.
5. ***MEMBER AGREES FULLY AND FOREVER TO RELEASE AND DISCHARGE NH STREET PARTNERS HOLDINGS, LLC, PM REALTY GROUP AND THEIR RESPECTIVE PRESENT AND FORMER GENERAL AND LIMITED PARTNERS, AFFILIATES, PRINCIPALS, PARTNERS, TRUSTEES, BENEFICIARIES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVANTS AND THE SUCCESSORS AND ASSIGNS THEREOF FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION OR CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RESULTING FROM MEMBER'S USE OR INTENDED USE OF THE 1200 NEW HAMPSHIRE HEALTH FACILITY OR THE EQUIPMENT THEREIN.***
6. In the event that Member or Member's employer are no longer Tenants located in *1200 NEW HAMPSHIRE*, Membership in the *1200 NEW HAMPSHIRE HEALTH FACILITY* will be terminated.
7. Member acknowledges that the *1200 NEW HAMPSHIRE HEALTH FACILITY* is a self-use facility.
8. MEMBERSHIPS ARE NONTRANSFERABLE. GUESTS ARE NOT ALLOWED. USE OF THE *1200 NEW HAMPSHIRE HEALTH FACILITY* IS EXCLUSIVELY FOR USE BY THE TENANTS AND TENANTS' EMPLOYEES OF THE 1200 NEW HAMPSHIRE BUILDING.

MEMBER ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS THE CONTENTS AND AGREES TO THE CONDITIONS AS STATED HEREIN.

Member's Signature

Member's Employer

Member's Name (Print)

Member's Office Phone

Date

Member's Home Phone

Datawatch Security Card No.

Male

Female