

**WAIVER AND RELEASE
FITNESS CENTER**

U.S. Bank Plaza
505 North Seventh Street, St Louis, Missouri 63101

Last name: _____ First Name: _____
Company: _____ Building/Floor: _____
Phone: _____ Email: _____
Access Card Number: _____
Start Date: _____ Expiration Date: _____

I hereby state and acknowledge the following:

I am employed in the building listed above. I am 18 years of age or older.

I assume full responsibility for my use of the Fitness Center at my sole risk and shall abide by the rules and regulations for the use of the Fitness Center that are in effect from time to time. I acknowledge written receipt of such rules and regulations, which may be reasonably modified from time to time.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand that the Fitness Center is unmanned and unsupervised. U.S. Bank National Association ("U.S. Bank"), building management, nor any of their employees or agents who may be present in the Fitness Center are trained or authorized to provide health, fitness or medical assistance or advice.

I agree to return the access card if my employment in the building terminates. I understand that I will have to pay a fee if my card is lost, damaged, or not returned. I will not allow any other person to use my access card to gain access to the Fitness Center.

U.S. Bank has allowed me to use the workout Fitness Center located inside the building known as the U.S. Bank Plaza, operated by U.S. Bank. I understand and agree that U.S. Bank, its officers, directors, employees and any building manager and staff are not liable or in any way responsible for any bodily injury arising from my use of the workout Fitness Center or any loss of or damage to my personal property from fire, theft, negligence or otherwise. By signing this Waiver and Release, I waive, release, discharge and promise not to sue U.S. Bank, its officers, directors, employees and any building manager and staff for any bodily injury or any losses or damages that might occur to my personal property. The operation and use of the workout Fitness Center will not be supervised by U.S. Bank or its building manager. I agree to abide by any rules as provided by Bank from time to time.

I HAVE READ AND UNDERSTAND THE ABOVE WAIVER AND RELEASE. BY SIGNING THIS DOCUMENT, I UNDERSTAND THAT I AM USING THE WORKOUT FITNESS CENTER ENTIRELY AT MY OWN RISK.

Signature: _____ Date: _____

There will be an administrative fee of \$15 per month due as consideration for access to the Fitness Center. The amount is due upon the signing of this Waiver and Release. Fitness Center enrollment is on an annual basis and all memberships expire December 31. There will be no refunds of the fee issued in the event you determine to cease access to the Fitness Center.

Payment shall be made by check and be payable to U.S. Bank.

For U.S. Bank Plaza Management use only:

Check #: _____ Check Date: _____ Amount: _____