



Fitness Center Use, Waiver and Release Agreement

Start Date: _____ Access Card # (first 5 digits): _____

User Name: _____

Employer Name: _____

Building Address: One Commerce Square, 2005 Market Street, Philadelphia, PA 19103 ("Building")

Telephone Number: _____ Email Address: _____

Emergency Contact & Telephone Number: _____

Age: _____ (I acknowledge that I must be at least 18 years old to use the Exercise Facility.)

I, the undersigned, wish to use the exercise facility in the Building, including its exercise equipment and any restrooms, lockers and shower facilities (to the extent available in such facility) or any other equipment or amenities therein (collectively, "Exercise Facility"). I understand that there are inherent risks in participating in an exercise program and I assume full and sole responsibility for my use of the Exercise Facility. I certify to Management Parties (as defined below) that I know of no medical conditions which would restrict my ability to exercise and I understand that it is my responsibility to seek medical care and advice from a doctor to confirm that I am able to exercise.

I acknowledge the owner of the Building ("Owner") may elect to charge a fee in connection with my use of the Exercise Facility ("Fee"). Owner may increase the amount of such Fee from time to time. Such Fee may be a use fee, a towel charge and/or a maintenance fee. Owner may also charge me a fee for my access card, key, or fob ("Access Device"). I will pay the Fee consistent with the payment instructions provided by Owner. Owner may elect to bill me monthly, annually or impose a one-time fee. I agree to timely pay the amount of the Fee within thirty (30) days after receiving the bill for the Fee. Bills for the Fee may be delivered to me by mail or email. I understand that my Access Device may be automatically deactivated unless I have paid in full the Fee. I agree to pay Owner for the costs to replace the Access Device if it is lost, destroyed, or not functioning. Should I cause any damage or destruction to the Exercise Facility, I will pay to Owner the costs to repair and or replace such damage or destruction. Owner may elect to cause the Exercise Facility to be operated by a designee of Owner. In such case, Owner may elect to require that I pay directly to such operator the Fee and any other amounts due under this agreement.

I agree that Owner, Brandywine Realty Trust, Brandywine Operating Partnership, L.P., any operator of the Exercise Facility, and any of their respective officers, directors, shareholders, partners, members, employees, representatives, agents, vendors, contractors, affiliates, and subsidiaries (direct and indirect), successors and

assigns (collectively, "Management Parties") shall not be liable or responsible for any injuries to me resulting from my use of the Exercise Facility, and I expressly waive, release, and discharge the Management Parties from any and all liabilities, claims, demands, or causes of action that, I have or may have, now or in the future, known or unknown, relating to, arising out of, or are in connection with my use of the Exercise Facility, including, without limitation, any claims for personal injury (including death), regardless of how such injury may arise and regardless of who is at fault or whose negligence causes the injury, even if the injury is caused by the negligence or fault of the Management Parties. I also agree that the Management Parties shall not be liable or responsible for damage to or loss of any of my personal property while in the Exercise Facility, and I waive, release, and discharge any claims, demands, or causes of action against the Management Parties in connection therewith. The terms of this agreement are binding upon my heirs, executors, administrators, and assigns.

Owner, in its sole discretion, reserves the right to suspend, revoke, or terminate my use of the Exercise Facility for: (i) failure to comply with the terms and conditions of this agreement or any rules and regulations that Owner may from time to time publish or post; or (ii) behavior or conduct that is in the sole opinion of Owner prejudicial to the welfare, good order, and character of the Exercise Facility; or (iii) any reason whatsoever or no reason at all. It is expressly understood that the loss of the privilege of use of the Exercise Facility shall be without refund of any Fees already paid. Further, if any information and/or representation in this agreement made by me is not true and correct, whether or not relied on by Owner, Owner shall at any time have the right to terminate this agreement. Upon termination, Owner shall have no further responsibility to me. The provisions of this agreement are binding upon me during the term of this Agreement and after the termination or expiration of this agreement.

I represent that I am at least 18 years old.

ACKNOWLEDGED AND AGREED:

Signature: _____

Date: _____