



Brookside Meadows

LUXURY RENTAL COMMUNITY

LEASE ADDENDUM

Fitness Center /Tennis and Basketball Court

Subject to Owner's right to cancel or modify at any time, Owner is providing a fitness center which contains various items of exercise equipment. Also provided is a Tennis/Basketball Court. The fitness center, tennis and basketball court and the equipment therein, shall collectively be referred to as the "Facilities".

You understand that the Facilities are not supervised, inspected, patrolled or monitored in any way. Owner makes no representations, recommendations or warranties regarding the Facilities. You use the Facilities at your own risk. Owner is not and shall not be liable to you, your family, your guests, or other occupants of your apartments for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the Facilities, unless caused by Owners negligence. You further agree that Owner is not liable for injury, damage, or loss to any person or property caused by any other person including but not limited to theft, burglary, trespass, assault, vandalism or any other crime. Neither Owner nor Owners agent, contractors, employees or representatives shall be liable in any way for any disruption in the operation or the performance of the Facilities. In consideration of Owners attempt to better serve you by providing the Facilities, you agree that on behalf of yourself, your family, guests or other occupants you will never make demand upon or file suit against Owner, or any of owners agents, contractors, employees or representatives for any damages, costs, loss of personal property, damages or injury to you as a result of, or arising out of incidental to the existence, operation, repair or replacement or use of the Facilities, unless caused by Owners Negligence.

You agree not to act in any way which may damage or impair any part of the Facilities or any equipment within the Facilities.

You agree to be responsible for any property damage caused by you, your family, your guests or other occupants of your apartment to the Facilities. You understand that exercise, weight training and related physical activities carry an inherent risk of injury and you voluntarily accept that risk.

You, your family, guests or other invitees represent that you and they are versed in the proper use of the equipment in the Facilities, and are not relying on any representation by the owner or its agents as to the proper use of the equipment or its suitability for any specific purpose.

Resident

Resident

Owner Representative

Date

Apartment Number _____
Number of Keys _____