



Pepperell Place Gym Use Waiver

The gym is a non-supervised fitness room for employees of any business operating out of Pepperell Place. Upon entering, while using and following usage of the Gym, as an employee of a Pepperell Place business, you agree to the following:

In consideration of my use of the exercise equipment and facilities in the gym provided by **Lexvest Chapel, LLC**, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that **Lexvest Chapel, LLC** and their insurers, employees, independent contractors, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of The Companies.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge **Lexvest Chapel, LLC** and their employees, independent contractors, insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold The Companies harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.

I agree to be solely responsible for safety and well-being of myself. I understand **Lexvest Chapel, LLC** do not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by **Lexvest Chapel, LLC** regarding the use of the facilities and equipment. I always agree to conduct myself in a controlled and reasonable manner, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

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

I understand and agree that **Lexvest Chapel, LLC** is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Print Name _____

Signature _____

Date _____

Company/Employer _____

The Lexvest Group, LLC
141 Parker Street, Suite 305
Maynard MA 01754
781-862-4400
www.lexvest.com

Lexvest Chapel, LLC
Pepperell Place - 20 Mill Street
Pepperell MA 01463
www.pepperellplace.com