

Morningside Heights Housing Corporation

80 LA SALLE STREET
NEW YORK, N.Y. 10027-4711

PHONE: (212) 865-3631
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RELEASE AND WAIVER FOR USE OF FITNESS CENTER

The undersigned represents that he/she is at least eighteen (18) years of age on the date hereof and is a shareholder or a member of a shareholder's household of Morningside Heights Housing Corporation, (the "Corporation"). He/she resides in the apartment specified at the end of this agreement (the "Apartment"). The undersigned acknowledges that the Corporation, as an accommodation to its residents, has acquired and installed in a room at the North End of the Lower Level of 90 LaSalle Street, New York, NY 10027, certain exercise equipment (the room and the equipment are referred to as the "Fitness Center"). This Fitness Center is for the benefit of the shareholders and their household members who wish to utilize the Fitness Center in accordance with the provisions of this and similar Release and Waivers to be executed by other persons desiring to use the Fitness Center, and in accordance with the Rules and Regulations regarding the use of the Fitness Center adopted by the Corporation, a copy of which is attached hereto and made a part hereof. The undersigned acknowledges and agrees that guests are not permitted to enter or to use the Fitness Center at any time.

The undersigned acknowledges that the Corporation in furnishing the Fitness Center, does so for the benefit of those eligible persons desiring to utilize the same; that the Corporation will provide no supervision for the utilization of the Fitness Center or any of the equipment; and that unless all users of the Fitness Center execute Releases and Waivers similar to this, the Corporation would not make the Fitness Center available.

The undersigned acknowledges that use of the Fitness Center may involve risk to persons with physical disabilities and/or medical conditions. The undersigned represents that the undersigned has consulted or will consult with his/her personal physician and warrants that he/she does not suffer from any physical disability or medical condition which would put the undersigned at risk by using the Fitness Center; that the undersigned has not been advised by a physician not to use the Fitness Center; and that in the event such a physical disability or medical condition should occur the undersigned will immediately cease using the Fitness Center during the period in which such disability or condition shall continue.

The undersigned agrees to hold the Corporation and its directors, officers, agents, and employees, harmless from and against any and all claims, suits, losses, damages, costs, fees, expenses (including reasonable attorneys' fees and costs), or causes of action which may arise by reason of or in connection with use of the Fitness Center by the undersigned. In addition, the undersigned hereby irrevocably and unconditionally releases the Corporation and its directors, officers, agents, and employees from any and all liability for injury or death to the undersigned occasioned by or from the use of the Fitness Center by the undersigned and agrees not to assert any claim against the Corporation or any of its directors, officers, agents, or employees by reason of or in connection with any such injury or death.

The undersigned acknowledges that this is a Release and Waiver with legal effect; that the undersigned signs it knowingly and willingly and acknowledges that the Fitness Center will not be supervised; that the undersigned shall utilize the Fitness Center at his/her own risk; and that absent the undersigned executing this Release and Waiver, utilization of the Fitness Center shall not be permitted to the undersigned. The undersigned further acknowledges that use of the Fitness Center by the undersigned shall at all times be in strict compliance with the Rules and Regulations as the same may be amended from time to time and that the Corporation, in its sole discretion, may terminate the right of the undersigned to utilize the Fitness Center at any time and without notice to the undersigned if any of the rules and Regulations or if any of the provisions of this Release and Waiver are violated.

Name (please print)

Signature

Address _____

Apt. _____

Date _____

Status with respect to the Corporation (check one):

Shareholder ()

Member of Shareholder's Household ()