

WAIVER AND RELEASE OF ALL CLAIMS

The undersigned ("**Releasing Party**") does hereby waive and release and forever discharge **METROPOLITAN SQUARE LLC**, a Delaware limited liability company and **EAST 10TH ST. LOUIS LLC**, a Delaware limited liability company (collectively, "**Owner**"), **T. COOPER TOTAL FITNESS, LLC** ("**Operator**"), and **JONES LANG LASALLE AMERICAS, INC.** ("**Agent**"), and their respective officers, employees or agents, and the successors or assigns of any of them (collectively, "**Released Parties**"), of and from all claims, demands, damages, actions or causes of action, whether on account of damage to property, bodily injuries, loss of services and companionship of a spouse, or death, resulting or to result from or arising out of the Releasing Party's entry onto and use of the fitness club and common areas of Owner's real property situated in the City of St. Louis, State of Missouri and commonly known and numbered as 211 North Broadway, St. Louis, Missouri 63102 (collectively, "**Fitness Club**") and related equipment, facilities, services, and amenities ("**Fitness Club Accessories**").

The Releasing Party acknowledges and agrees that such party assumes any and all risks associated with the Releasing Party's entry onto and use of the Fitness Club and Fitness Club Accessories and further acknowledges and agrees that the Released Parties make no, have made no, and expressly disclaim any representations or warranties, either express or implied, by operation of law or otherwise, with respect to the Fitness Club and Fitness Club Accessories, or any part thereof, including, without limitation, the suitability of the Fitness Club and Fitness Club Accessories, physically or otherwise, for any particular use or purpose.

The Releasing Party acknowledges and agrees that such party's use of the Fitness Club and Fitness Club Accessories is pursuant to an agreement solely by and between the Releasing Party and Operator. The Releasing Party expressly disclaims any agreement for use of the Fitness Club and Fitness Club Accessories by and between such party and Owner or Agent or Owner's or Agent's employees, agents, successors or assigns (collectively, "**Ownership Parties**"). Nothing contained in this release shall be deemed or construed to create, and the Releasing Party acknowledges and agrees that there has not been and is not, any partnership or joint venture of or between the Ownership Parties and Operator.

The Releasing Party hereby covenants and warrants to the Ownership Parties that such party has not and will not pay more than three (3) months in advance, any membership fees for the use of the Fitness Club or Fitness Club Accessories.

IT IS UNDERSTOOD AND AGREED that this is a FULL AND FINAL RELEASE in full compromise settlement of all claims of every nature and kind whatsoever, and releases all claims whether known or unknown; suspected or unsuspected.

The Releasing Party states that this release has been carefully read by and is signed as the free act and deed of such undersigned.

RELEASING PARTY:

Signature

Print Name

Date: _____