

EXHIBIT E

Walnut Creek Center
Walnut Creek, California

Fitness Center Use Agreement and Release of Liability

THIS IS A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY.

I, _____, hereby acknowledge that my use of the unsupervised and unattended weight and exercise room and shower facility (the "Fitness Center") in the building complex commonly known as Walnut Creek Center in Walnut Creek, California, which is owned by The Walnut Creek Center Owner, LLC. ("Landlord"), as well as any activities in which I may engage in conjunction with my use of the Fitness Center, is entirely voluntary.

I AM AWARE THAT PARTICIPATING IN ATHLETIC ACTIVITIES AND THE USE OF THE FITNESS CENTER MAY BE HAZARDOUS AND THAT IT IS NOT POSSIBLE FOR LANDLORD TO GUARANTEE THAT OTHER PATRONS USING THE FITNESS CENTER WILL COMPLY WITH ALL ESTABLISHED RULES AND REGULATIONS. I AM VOLUNTARILY PARTICIPATING IN THESE ATHLETIC ACTIVITIES AND UTILIZING THE FITNESS CENTER WITH FULL KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF PROPERTY LOSS, PERSONAL INJURY, OR DEATH, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF LANDLORD, ANY OF LANDLORD'S EMPLOYEES OR AGENTS, OR ANY OTHER PATRON OR GUEST USING THE FITNESS CENTER.

(initial here)

In consideration for being permitted by Landlord to participate in activities in the Fitness Center, I hereby agree that I, my heirs, next of kin, successors, and assigns will not sue, make a claim against, attach the property of or prosecute Landlord or Landlord's agents and employees for injury, death, or damage resulting from the negligence or other acts, howsoever caused, by any of Landlord's employees, agents, contractors, or patrons as a result of my participation in these activities or use of the Fitness Center. In addition, I hereby release and discharge Landlord from all actions, claims, or demands that I, my heirs, next of kin, successors, or assigns now have or may hereafter have for any loss of property, personal injury, death, or damage resulting from my participation in these activities or use of the facilities.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND LANDLORD AND SIGN IT OF MY OWN FREE WILL.

Participant: _____

(name typed or printed)

Company: _____
Suite: _____

Executed at **[city name]** _____ on _____ (date)

WITNESS

I certify that the person whose signature appears above acknowledged in my presence that he or she has read and fully understands the meaning and consequences of the foregoing Fitness Center Use Agreement and Release of Liability and that he or she signed it in my presence.

Witness: _____

(name typed or printed)

Date: _____

**WALNUT CREEK CENTER
FITNESS CENTER
RULES & REGULATIONS**

1. Hours are Monday through Friday, 6:00 a.m. to 7:00 p.m.
2. Use of the Fitness Center is voluntary, and at YOUR OWN RISK.
3. Before using the Fitness Center, please consult your personal doctor to determine if your physical condition permits exercise, or requires that you limit your physical activity.
4. Waiver of Liability must be signed by every person prior to using this facility.
5. The Fitness Center is for the exclusive use and enjoyment of Walnut Creek Center tenants/employees only.
6. The shower room door is located at the rear of the Third Floor North Tower Men's and Ladies Restrooms.
7. NO food, alcoholic beverages or smoking allowed.
8. NO loud music or shouting.
9. Proper attire required. (no street shoes)
10. During peak use hours, there is a time limit of 20 minutes per machine.
11. Report all problems and any suggestions to the Building Manager, One Walnut Creek Center, Suite 235, Phone 287-1938.
12. Management reserves the right to change or add to these Rules & Regulations as it deems necessary.