



## Fitness Center Waiver and Release of Claims

I, \_\_\_\_\_ hereby request permission to use the Fitness Center located on the Lower Level of the 101 North Wacker Building in Chicago, Illinois, together with any and all equipment and other facilities located therein (the "Fitness Center"). I understand and acknowledge that the Fitness Center is not a public facility, but rather is for the exclusive use of individuals, such as myself, as are specifically authorized in writing by BAEV-LaSalle Chicago North Wacker Drive, LLC ("Landlord") or its authorized representative to use the facility, and who read and sign this **WAIVER AND RELEASE**. I understand and acknowledge that there are risks associated with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Center, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Center without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge and agree that my entry into and use of the Fitness Center will be entirely at my own risk. I further acknowledge and agree that, in consideration for being permitted to use the Fitness Center, I shall be entirely responsible for, and I hereby waive and release any and all claims I may have or may have in the future against Landlord, and their successors, assigns, affiliates, directors, officers, employees and partners or any of them (collectively, "Landlord Parties") for any and all losses, costs, expenses, including reasonable attorney's fees damages or liabilities whatsoever of any nature, including bodily injury or death from any cause whatsoever (including the Coronavirus (as defined below) or any other virus or disease), arising out of my entry into or use of the Fitness Center, provided, however, that the foregoing waiver and indemnification shall not apply to any injuries or damages caused by the gross negligence or willful misconduct of Landlord or its agents or employees. I also agree that my use of the Fitness Center shall be in accordance with the rules and regulations attached hereto, as may be amended, modified or replaced by Landlord or its authorized representative.

### **Coronavirus/COVID-19 Participation Agreement, Assumption of Risk, And Waiver of Liability**

The novel coronavirus (SARS-CoV-2) and the respiratory disease it causes (COVID-19) (together, the "Coronavirus") has been declared a worldwide pandemic by the World Health Organization. The Coronavirus is contagious and, as a result, many states, municipalities, and governing bodies have implemented restrictions on gatherings and person-to-person contact, including fitness-related activities.

**Lack of Symptoms.** You acknowledge and understand that symptoms of the Coronavirus include, but are not limited to, cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell, nausea, vomiting, and diarrhea. **By signing this document, you expressly agree, represent, and warrant that you will not enter the Fitness Center unless in the 14 days prior to entering the Fitness Center: (1) you have not had, been diagnosed with, or been suspected of having the Coronavirus; (2) you have not experienced any symptoms of the Coronavirus and have not used any medicine that may reduce or eliminate any symptoms of the Coronavirus; and (3) you have not had any contact with anyone who has tested positive for the Coronavirus, experienced any symptoms of the Coronavirus, or self-isolated due to potential exposure to the Coronavirus.** You further acknowledge that the Landlord may implement procedures or rules to combat transmission of the Coronavirus and you expressly agree to comply with these procedures or rules and, if you do not, you will forfeit your ability to utilize the Fitness Center.

**Assumption of Risk and Liability Waiver.** You acknowledge the contagious and dangerous nature of the Coronavirus and understand and agree that utilizing the Fitness Center may increase your risk of contracting the Coronavirus. In recognition of all the possible dangers connected with the Coronavirus and in consideration of being permitted to enter the Fitness Center, by signing this document you expressly agree to knowingly and voluntarily assume and accept all risk and responsibility related to your possible exposure to or contraction of the Coronavirus.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Access Card #: \_\_\_\_\_

Company: \_\_\_\_\_