

125

SOUTH WACKER
CHICAGO

FITNESS CENTER WAIVER FORM

I, _____, am an employee of _____, (Tenant)
(print full name) (print company name)

a tenant at 125 South Wacker Drive, Chicago, Illinois (Building), leasing space known as Suite _____.

I understand that, so long as Tenant is a lessee of the Building and I am an employee of Tenant, I may use the Fitness Center located on the 2nd Floor of the Building, subject to the rules, regulations and hours of the Fitness Center. I acknowledge that (i) the Fitness Center is not supervised or staffed, (ii) there are inherent risks to exercising and (iii) I have been advised to obtain a physical examination prior to using the Fitness Center. I voluntarily assume all risks associated with my use of the Fitness Center and understand Landlord is not responsible for theft, loss of personal property or injury including both injury and death.

In consideration for being permitted to use the Fitness Center, I hereby waive, release and discharge 125 S Wacker Property Owner LLC, IC US Capital Properties LLC, Hines Interests Limited Partnership, Hines Holdings, Inc., and all of their respective direct and indirect partners, members, officers, directors, employees and agents (each such person and entity individually, and all such persons, and entities collectively, referred to herein and the "Landlord") from any and all claims and causes of action of any nature whatsoever which I ever have against Landlord on account of or arising in connection with my use of the Fitness Center.

I further agree to hold Landlord harmless from and against any and all loss, cost, damage and expense (including reasonable attorney's fees and cost) which Landlord may sustain or incur as a result of or in connection with my use of the Fitness Center.

This Fitness Center Waiver Form shall be binding upon me, my spouse, children, legal representatives, heirs and assigns, and executors and administrators.

I have read and fully understand the Rules and Regulations for the Fitness Center and will comply with the Rules and Regulations as they may be amended from time to time. I have read this Fitness Center Waiver Form and I am knowingly and willingly stating my acceptance of the terms and conditions as contained herein.

Signature: _____ Date: _____

Key Card Number: _____ Phone Number: _____

FITNESS CENTER RULES AND REGULATIONS

The following Fitness Center rules have been established to ensure your enjoyment and safety when using the facility. We expect members to behave maturely, responsibly, and respectfully and therefore insist on your cooperation in observing these rules. We will not tolerate conduct or language that is improper, threatening or hazardous including but not limited to arguing, fighting, use of profanity, indecent behavior or inappropriate sexual activity and reserve the right to deny, suspend or terminate privileges to anyone for failure to comply with these rules.

HOURS

The Fitness Center is scheduled to be open 24 hours per day, 7 days per week. The Fitness Center will have janitorial personnel in the space cleaning between the hours of 9pm – 1am Monday through Friday, during the daytime as necessary to clean the locker rooms and restock the supplies, and any other time as necessary for cleaning and maintenance. We reserve the right to close the Fitness Center at any time without notice.

MEDICAL EXAMINATION

All members are strongly encouraged to have a complete physical examination prior to beginning an exercise program.

GUESTS

The use of this facility is limited to the employees of the tenants in this building that hold a valid key card for entry into the facility. Bringing guests to the facility is strictly prohibited. All users of the facility must have a signed Fitness Center Waiver form on file in the Office of the Building.

DRESS CODE

Proper athletic attire is required, i.e. athletic shoes, shirts etc.

LOCKER ROOMS

All belongings should be left in the locker room area and not brought to the exercise floor. Locker use is limited to the time you are currently using the facility. Locks may not be left on lockers after you leave. Management reserves the right to remove locks that are left on overnight. Any materials left in the fitness center, the locker rooms, or in a locked locker opened by building management will be moved to the building management office for seven (7) days and then will be discarded. Do not leave valuables unprotected or in your locker. We are not responsible for lost/stolen items.

EXERCISE ETIQUETTE

Personal audio equipment must be used with headphones. Please be respectful and courteous of those waiting for equipment during peak times. Please replace all dumbbells on the appropriate racks when finished. Please wipe perspiration off equipment after use. Show respect for equipment and this facility at all times. Do not drop or throw weights. Do not throw medicine balls at walls. Do not lean weights against the walls or equipment.

FOOD AND DRINK

Food is not permitted in the exercise areas. All beverages must be in plastic containers.

HVAC HOURS OF OPERATION

The Fitness Center will only be heated and cooled, in season, during the hours of 8:00 AM – 6:00 PM, Monday through Friday. After hours HVAC will not be provided.

OTHER

Immediately report any facility related injury and/or any equipment irregularity to building management or security. If you feel faint, dizzy, sick or experience pain and/or have difficulty breathing while using the Fitness Center, stop what you are doing and cool down. If you do not feel better, contact Building Security, or call 911 for assistance.

**125 South Wacker Drive Fitness Center
Coronavirus/COVID-19 Acknowledgement
Phase 5**

As of June 11, 2021, the State of Illinois and the City of Chicago is entering Phase 5 and restrictions relating to the novel coronavirus, COVID-19, are being lessened, and in certain respects, lifted. Notwithstanding the foregoing, certain concerns and risks remain.

With this in mind, it is important that users of the fitness center and locker room facilities (“Fitness Center”) located at 125 South Wacker Drive, Chicago, Illinois (the “Building”) take steps to continue to mitigate the risk of infection. **We are therefore requiring that users of the Fitness Center sign below and return this document to property management for the Building before entering the Fitness Center. Anyone who does not sign and return this form will not be permitted to enter the Fitness Center.**

By signing below, I attest, represent, and warrant that the following are true and correct to the best of my knowledge:

1. If I am fully vaccinated (meaning I am two weeks past my second Moderna or Pfizer COVID vaccination shot, or my single Johnson & Johnson shot), I acknowledge that I am no longer required to wear a mask while in the Fitness Center in accordance with the State of Illinois and City of Chicago Phase 5 guidelines; however, by removing my mask in the Fitness Center I am acknowledging that I am fully vaccinated, as defined above. I acknowledge that, upon request, I will produce proof of my vaccination status.
2. If I am not fully vaccinated, as defined above, then I acknowledge that the following safety precautions continue to apply to me while using the Fitness Center:
 - Refrain from touching others. This includes no handshakes, hugging or other embraces.
 - Wear a face covering at all times when within the Fitness Center.
 - Maintain social distancing whenever possible.
 - Such other reasonable requirements as others may request, or which may be posted in the Fitness Center.
3. Regardless of whether I am fully vaccinated, I will be required to wipe down equipment after use and wash my hands or use hand sanitizer frequently and maintain good hygiene generally.
4. Regardless of whether I am fully vaccinated, if within 14 days of the date preceding my entry into the Fitness Center, I am diagnosed with COVID-19 (and have not been cleared as noncontagious by my physician), suspect that I am infected with COVID-19, or am exposed to a person with a confirmed or suspected case of COVID-19, I will not enter the Fitness Center.

5. Regardless of whether I am fully vaccinated, if I am experiencing any symptoms of COVID-19, or I have experienced any such symptoms within the 14 days preceding my entry into the Fitness Center, and have not received a negative COVID-19 test following the onset of such symptoms, I will not enter the Fitness Center. I understand that symptoms of COVID-19 include, but are not limited to, the following: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell.

By signing below, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by entering the Fitness Center, regardless of whether I am fully vaccinated or not, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while using the Fitness Center may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other users of the Fitness Center, those providing services or support at the Fitness Center, and other individuals. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my entry into the Fitness Center (“Claims”).

By signing below, I hereby release, covenant not to sue, discharge, and hold harmless 125 S. Wacker Street Property Owner LLC, IC US Capital Properties LLC, Hines Interests Limited Partnership, Hines Holdings, Inc., and their affiliates, related entities, parent and subsidiary companies, and their employees, independent contractors, agents, and representatives (collectively, the “Released Parties”), of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Released Parties, whether a COVID-19 infection occurs before, during, or after use of the Fitness Center.

I confirm that I have read this Agreement, understand its contents, and enter into this Agreement voluntarily in exchange for my being permitted to enter the Fitness Center.

Print Name

Signature

Date