

CITYVIEW

FITNESS ROOM RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Release, Indemnification and Hold Harmless Agreement (“Agreement”) is executed and made effective as of the date set forth below (the “Effective Date”) by the RELEASOR(S), as identified below, in favor of and for the benefit of OWNER and MANAGER, as identified below, and all of OWNER’S and MANAGER’S officers, directors, shareholders, partners, members, managers, employees, agents and representatives and all other persons or entities acting on their behalf (collectively the “RELEASED PARTIES”). RELEASOR(S) and the RELEASED PARTIES shall collectively be referred to as the PARTIES.

IN CONSIDERATION of RELEASOR(S) being permitted to use the Fitness Center or Locker Rooms, (the “Amenities”) owned by OWNER and managed by MANAGER (the “Activity”) without being accompanied in person by an OWNER/MANAGER representative, and for other good, valuable and legal consideration, the receipt and sufficiency of which are acknowledged, the PARTIES agree as follows:

1. Assumption of Risk. RELEASOR(S), acknowledges that novel coronavirus (“COVID-19”) infections are widespread through the United States and in Austin Texas. RELEASOR(S) acknowledges that exposure to COVID-19 could result in serious illness, quarantine requirements, disability and/or death. RELEASOR(S) acknowledge the Activity and use of the Amenities may expose RELEASOR(S) to certain risks (some of which RELEASOR(S) may not fully appreciate), including possible exposure to COVID-19, and that illness, injury, disability, death, property damage or other harm could occur to RELEASOR(S). RELEASOR(S) is voluntarily participating in the Activity and using the Amenities with knowledge of the risks, hazards, and other dangers involved. RELEASOR(S) hereby accepts any and all risks of injury, illness, disability and death to RELEASOR(S) arising out of or in any way connected with the Activity and use of the Amenities.

2. Release. RELEASOR(S) hereby waives, releases, and forever discharges any and all claims for damages for personal injury, illness, disability, death, or property damage which RELEASOR(S) and/or RELEASOR(S) children, heirs, executors, assigns, parents, personal representatives, or estate may have or which may hereafter accrue as a result of participation in the Activity and/or use of the Amenities.

3. Indemnification. RELEASOR(S), to the fullest extent permitted by law, shall indemnify, hold harmless, protect and defend the RELEASED PARTIES from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including (but not limited to) attorney fees, arising out of or resulting from the negligence (whether passive or active), gross negligence or misconduct of RELEASOR(S) in connection with participation in the Activity and Amenities. Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, RELEASOR(S) will indemnify, hold harmless and defend the RELEASED PARTIES from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against the RELEASED PARTIES.

4. **Financial Responsibility.** In the event that RELEASOR(S) should require medical care or treatment for illness injury or disability sustained as a result of participation in the Activity, RELEASOR(S) agrees to be financially responsible for any costs incurred as a result of such treatment. RELEASOR(S) represents that adequate health insurance is in effect to cover any injury or illness suffered or damage caused while participating in the Activity.

5. **Use of Amenities and Safety Protocols.** RELEASOR(S) agrees that it will not visit or utilize the Amenities if he or she is (a) experiencing symptoms of COVID-19 including, without limitation, fever, cough or shortness of breath, (b) has a suspected, diagnosed or confirmed case of COVID-19, or (c) has been in close contact (closer than 6-feet for 15 minutes or more) with someone who has a diagnosed or confirmed case of COVID-19. RELEASOR(S) agrees to abide by all safety protocols posted and distributed by Owner or its agents as they may be updated or revised from time to time.

6. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will nevertheless be fully valid, enforceable, and unimpaired by such holding.

7. **Identification of OWNER and MANAGER.**

OWNER is: BC Exchange CityView Master Tenant. LLC

MANAGER is: Stream Realty Partners – Austin, LP

AGREED TO ON THE DATE LAST SIGNED BELOW (the “Effective Date”).

RELEASOR(S) has had sufficient time to read this entire Agreement and acknowledges being advised to seek counsel of an attorney prior to signing and has had an opportunity to do so and has freely chosen to sign the Agreement. **BY SIGNING BELOW, RELEASOR(S) HAS READ OR REVIEWED THIS AGREEMENT AND VOLUNTARILY AGREES TO BE BOUND BY ITS TERMS.**

RELEASOR

OWNER/MANAGER

Signature

Date

Signature

Date

Printed Name

Printed Name

Title

EXHIBIT A

ALL PERSONS USING THE FITENSS CENTER AGREE TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS:

1. Please wipe off equipment after each use. Sanitary wipes are available in the Fitness Center.
2. Lockers are only allowed to be used while working out. Personal belongings must be removed from the lockers, showers, and fitness center area after your workout. Any personal items left behind will be discarded each night.
3. The Fitness Center is not a supervised facility. Members are responsible for their safety. Use at your own risk. Users must be 18 years of age or older.
4. Appropriate clothing, including shirts and gym shoes, must be worn when using the Fitness Center.
5. Any maintenance items, security concerns, or any problems of a management nature should be reported immediately to the Manager at the management office.
6. Owner and Owner's Parties are not responsible for any loss, theft and/or damage to any property.
7. Access is limited to building tenants. Employment verification is conducted.
8. Access shall not be permitted to individuals who have not signed this Agreement. Everyone entering the fitness center should be utilizing their own access card and swiping their card individually. Access should not be permitted to others at any time, no access sharing. One individual per card swipe.
9. Access and privileges can be revoked for not abiding by the rules and regulations as set forth.
10. Doors are not to be propped open at any time.
11. Owner and Manager reserve the right to close or restrict access, without advance notice, to the Fitness Center or any area within the Fitness Center for any reason.
12. You may not damage the Fitness Center or any of the equipment and machines located therein.
13. Return all weights and equipment to appropriate location after use.
14. No smoking (including e-cigarettes) or alcohol is permitted.
15. The use of any illegal drugs is (including steroids) is strictly prohibited.
16. No food or drink (besides water) or glass containers are allowed in the Fitness Center.
17. No firearms are permitted.

Fitness Center Hours

Monday through Friday	7:00am to 7:00pm
Saturday	7:00am to 1:00pm
Sunday	Closed
Holidays	Closed