

# 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 and locker room facilities located on the 2<sup>nd</sup> Floor of the Building (“Fitness Center”), 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 2021, the State of Illinois and the City of Chicago fully re-opened and lifted restrictions relating to COVID-19, including the requirements that users of the Fitness Center wear masks and provide proof of vaccination. Notwithstanding the foregoing, certain concerns and risks remain and we feel that it is important that users of the Fitness Center take steps to continue to mitigate the risk of infection. By signing below, I attest, represent, and warrant that the following are true and correct to the best of my knowledge:

1. Regardless of whether I am fully vaccinated and up-to-date with my vaccinations (meaning I am two weeks past my second Moderna or Pfizer COVID vaccination shot, or my single Johnson & Johnson shot and have received at least one booster) or not, I will be required to wipe down equipment after use and wash my hands or use hand sanitizer frequently and maintain good hygiene generally.
2. Regardless of whether I am fully vaccinated and up-to-date with my vaccinations or not, 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.
3. Regardless of whether I am fully vaccinated and up-to-date with my vaccinations or not, 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 or chills, fatigue, muscle pain or body aches, headache, sore throat, new loss of taste or smell, congestion or runny nose, nausea or vomiting, or diarrhea.

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 and up-to-date with my vaccinations 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 (including reasonable attorney's fees and cost), of any kind and with respect to 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, or that I may experience or incur in connection with my entry into the Fitness Center ("Claims").

By signing below, I additionally hereby release, covenant not to sue, discharge, and hold harmless 125 S. Wacker Street Property Owner LLC, Ivanhoé Cambridge, 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. I understand and agree that this release includes, in part, any Claims based on the actions, omissions, or negligence of Released Parties, including whether a COVID-19 infection occurs before, during, or after 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, understand its contents, and enter into this Agreement voluntarily in exchange for my being permitted to enter the Fitness Center.

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 open Monday through Friday 5:30 AM – 8:00 PM and Saturday 7:00 AM – 2:00 PM. The center is closed on Sundays and holidays. The Fitness Center will have janitorial personnel in the space to clean the locker rooms, equipment, and restock supplies. 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. Afterhours 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.