

ONE OAK PARK

**FITNESS CENTER WAIVER AND RELEASE
OF CLAIMS**

For Usage of Fitness Center Facilities and Equipment

TENANT NAME: _____

EMPLOYEE NAME: _____
Please type or print clearly

MALE OR FEMALE: _____

ACCESS CARD NO: _____

By execution of this release and my use of the facilities and equipment at the Fitness Center located in the building known as One Oak Park, I expressly agree that JLL/Jones Lang LaSalle, as manager for one Oak Park (“JLL”), and Regency Phase One Oak Park, LLC (“Owner”), and their respective subsidiaries and affiliated companies, shall not be liable for any damages arising from personal injuries sustained by me in, or about the Fitness Center and my use of any equipment therein. I further agree that JLL, Owner, and their respective subsidiaries and affiliated companies, shall not be liable for any loss or theft of personal property. Additionally, I hereby fully release and discharge JLL, Owner and their respective subsidiaries and affiliated companies, directors, offices, employees and agents from any and all claims, demands, damages, and causes of action of whatever nature, present or future, resulting from or arising out of my use of the Fitness Center or the facilities and equipment thereof. By execution below, I hereby represent and warrant that I am in good health and that I have no physical condition, which represents a risk to my using the Fitness Center.

COVID-19

I understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic, is extremely contagious and that federal, state, and local public health authorities recommend practicing social distancing. I acknowledge that the Fitness Center cannot guarantee that I will not become infected with the COVID-19.

I attest that I will not enter the Fitness Center if I: (i) experience any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, diarrhea, measured temperature greater than or equal to 100.0 degrees Fahrenheit, or new loss of taste or smell; (ii) have traveled to an area within the last 14 days that is banned by Presidential proclamations or other government requirements or announcements; (iii) am diagnosed with COVID-19; (iv) have been exposed to someone with a suspected case of COVID-19; or (v) am not following all recommended CDC guidelines.

I further agree to comply with all applicable State of Texas and Harris County restrictions and orders related to mitigating the spread of COVID-19.

I understand that using the Fitness Center could increase my risk of contracting COVID-19. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by using the Fitness Center, that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself and to others whom I may encounter.

ASSUMPTION OF RISK

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 INCUR IN CONNECTION WITH MY ATTENDANCE AT THE FITNESS CENTER (“CLAIMS”).

INDEMNIFICATION

I HEREBY FULLY AGREE TO FULLY INDEMNIFY, DEFEND, RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE FITNESS CENTER, ITS OWNERS, EMPLOYEES, AGENTS, MANAGERS, REPRESENTATIVES, PARTNERS AND THEIR SUCCESSORS AND ASSIGNS, INCLUDING THE MASTER ASSOCIATION, OF AND FROM ANY CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING TO MY USE OF THE FITNESS CENTER, WHETHER CAUSED BY THE NEGLIGENCE OF THE FITNESS CENTER OR OTHERWISE RELATED TO COVID-19.

The WAIVER AND RELEASE provided above is intended to release and indemnify the Landlord Parties against the consequences of Landlord’s own negligence or fault, even when Landlord is solely, jointly, comparatively, contributively, or concurrently negligent, and even though any such claim, cause of action or suit is based upon or alleged to be based upon the strict liability of Landlord.

Notwithstanding anything herein or anywhere else to the contrary, I do not (i) release or discharge Landlord or any other person or entity from any gross negligence or willful misconduct, or (ii) waive any rights, remedies or recourses related to any gross negligence or willful misconduct of Landlord or any other person or entity.

I acknowledge that I will abide by all rules and regulations now or hereafter in affect governing the Fitness Center and the equipment and facilities located therein. **I understand that violations of rules, abuses of equipment, or improper behavior, will, at the sole discretion of the owners, and operators, result in the immediate revocation of the privilege of using the Fitness Center.**

In sum, I understand I may suffer bodily injury and/or be infected with COVID-19 if I use the Fitness Center. If I do, I accept that this is my responsibility and fault and not anyone else’s.

Employee Signature _____ **Date:** _____

Witness: _____ **Date:** _____
Tenant Office Contact

NOTE:

Personal Locks are NOT permitted on the lockers except when you are actually using the facilities.

Fitness Center is to be utilized by employees only.