

## **131 South Dearborn Health Club Rules and Regulations**

131 South Dearborn contains a Health Club available for Tenants' use. The Health Club is located on the 12<sup>th</sup> Floor and is equipped with basic cardiovascular machines and strength stations. There are men's and women's locker rooms with showers and lockers, as well as a studio room.

1. The Health Club will be open 24 hours a day/ 7 days a week.
2. The Health Club is for the use of full-time employees who physically office out of 131 S. Dearborn only. Friends, relatives and visitors are not permitted in this facility.
3. Each tenant is responsible for controlling and monitoring access to these facilities, ensuring the access cards are issued only to an employee and prohibiting its employees from lending their access cards to non-employees.
4. All persons using exercise equipment and showers agree to do so at their own risk and agree to operate all equipment as intended and in accordance with the manufacturers' instructions.
5. Smoking in not permitted in the HealthClub.
6. The lockers are intended to be used by Health Club members while they are present within the center. Security is instructed to open all lockers after 11:00 p.m. every night and place any contents not belonging to individuals in the Health Club at that time into lost and found.
7. Television audio signals are broadcast to receivers located on the cardio machines. Please use your personal headphones to listen to the broadcast of your choice. If you do not have headphones or wish to listen to the television while using equipment without a receiver, please set the volume at a level that will not disturb others.
8. Glass containers and alcoholic beverages are not permitted in the Health Club. All audible electronic devices must be used with headphones.
9. Landlord reserves the right to add, change or delete any Rule or Regulation herein contained and to change the method of operation to ensure maximum enjoyment of the facility.
10. All personal training must be scheduled through Health Club Management, outside will not be permitted.
11. No sleeping is permitted in the Health Club, Studio, hallways, or Locker Rooms.
12. Machines must be wiped down with the provided sanitizing wipes before and after each use.
13. Appropriate clothing such as shirts, shorts or pants and athletic shoes are to be worn at all times when using the Health Club Facilities.
14. Offensive behavior of any kind will NOT be tolerated in the Health Club Facilities. Landlord reserves the right to terminate Health Club access at any time due to egregious or repeated violations of the Rules and Regulations or non-adherence to the Waiver and Release.

The Health Club is for the enjoyment of all eligible 131 South Dearborn tenants and their employees. Please assist us in maintaining these facilities' cleanliness by disposing of all trash in the receptacles provided. Please report any problems to the Office of the Building.

**Waiver and Release of Claims Arising Out of the Use of the  
131 South Dearborn Health Club Facilities**

I, \_\_\_\_\_ hereby request permission to use the Fitness Center, located on level 12 of Citadel Center – 131 South Dearborn, 131 South Dearborn, Chicago, IL together with any and all equipment, and other facilities located therein (the "Fitness Facilities"). I understand and acknowledge that the Fitness Facilities are not public facilities, but are for the exclusive use of those individuals, such as myself, who are specifically authorized in writing 131 South Dearborn, LLC C/O Hines Interests Limited Partnership ("Landlord") or its authorized representative to use the facilities, and who read and sign this **WAIVER AND RELEASE**. I understand that the Fitness Facilities shall be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representative who may be present at any time in the Fitness Facilities are not trained or authorized to provide health, fitness, medical assistance or advice. I understand and acknowledge that there are risks inherent with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities and with the use of the pool, 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 Facilities without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge that any safety equipment needed and/or required by law are to be provided by me.

I further understand and acknowledge that novel coronavirus ("COVID 19") infections have been confirmed throughout the United States, including in the State where the Fitness Facilities are located. I acknowledge that the Centers for Disease Control and Prevention ("CDC") has advised that COVID-19 is transmitted mainly from person-to-person, including through respiratory droplets, and may be spread by people who are not showing symptoms. Accordingly, I understand that there is an inherent risk of exposure to COVID 19 through use of the Fitness Facilities. I certify that I will not enter the Fitness Facilities if I have tested positive for COVID 19 within the last thirty (30) days or been exposed to someone that has tested positive for COVID 19 or is believed to have contracted COVID 19 within the last thirty (30) days, nor will I enter the Fitness Facilities if I have any of one of the following known symptoms of COVID 19: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

I HEREBY ASSUME ALL OF THE RISKS OF USING THE FITNESS FACILITIES AND THE EQUIPMENT THEREIN, INCLUDING THE RISKS OF COVID 19 EXPSOURE. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE FITNESS FACILITIES, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE AGAINST LANDLORD, AND ITS SUCCESSORS, ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, OWNERS, MANAGERS, TENANTS, OR CONTRACTORS (COLLECTIVELY, "LANDLORD PARTIES") FOR ANY AND ALL LOSSES, COSTS, EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, DAMAGES, OR LIABILITIES WHATSOEVER OF ANY NATURE, INCLUDING PROPERTY DAMAGE, LOSS OR THEFT, BODILY INJURY OR DEATH RELATED TO COVID 19 OR OTHERWISE, ARISING OUT OF (i) MY USE OF THE FITNESS FACILITIES, (ii) THE NEGLIGENCE OR OTHER ACTS OF THE LANDLORD PARTIES, WHETHER DIRECTLY CONNECTED TO MY USE OF THE FITNESS FACILITIES OR NOT, AND HOWEVER CAUSED, OR (iii) THE CONDITION OF THE FITNESS FACILITIES. FURTHER, I AGREE TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE, THE LANDLORD PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY USE OF THE FITNESS FACILITIES, EVEN IF SUCH

LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A LANDLORD PARTY.

I also agree that my use of the Fitness Facilities shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and I agree to follow CDC guidelines for minimizing the risk of COVID 19 spread, including maintaining appropriate physical distance from other persons, hand washing, cleaning and disinfecting, and following local ordinances regarding the use of gyms or other public spaces. I further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord at the Fitness Facilities. I agree that my failure to use the Fitness Facilities in accordance with the Rules and Regulations or as directed by such agents or representatives at the Fitness Facilities may result in the permanent loss of my privileges to use the Fitness Facilities. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Signed \_\_\_\_\_

**Hines**

# ELEVATE HEALTH CLUB WAIVER AND RELEASE

**Authorization.** I, \_\_\_\_\_ hereby request permission to use Elevate Health Club (“the Club”) located on the Twelfth Floor of 131 South Dearborn in Chicago, Illinois, together with any and all equipment and other facilities located therein. I understand and acknowledge that the Club is not a public facility, but rather is for the exclusive use of those individuals, such as myself, as are specifically authorized in writing by 131 South Dearborn LLC (“the Landlord”) or its authorized representatives to use the facility, and who read and sign the Waiver and Release.

**My Physical Fitness.** I represent to the Club, Landlord, Midtown Health and Tennis Corporation of America and their owners, shareholders, officers, directors, employees, agents or affiliates (collectively, the “Club Affiliates”), that I am physically fit to perform those activities which I may undertake at the Club and that I am solely responsible for all health risks associated with such activities. I understand that any evaluation or assessment of my physical fitness and any recommendation of activities made by the Club shall not be a substitute for obtaining such evaluation, assessment or recommendation from my physician before undertaking a physical exercise program or engaging in any of the activities at the Club.

**Assumption of Risk.** I acknowledge that my attendance at or use of the Club or participation in any of the Club’s activities or programs could cause injury to me. In consideration of my attendance at or use of the Club and/or my participation in any of the Club’s activities or programs, I hereby assume all risks of personal injury, accidental slip and fall injuries, illness, death, property damage, property loss or theft (whether from a locker or automobile or otherwise) or other damages which may result from or arise out of my:

- attendance at or use of the Club, including but not limited to use of the Club’s equipment (fitness or otherwise), locker rooms or parking lot; and
- participation in any of the Club’s programs or activities, including but not limited to group exercise, Pilates, yoga, massage, sports training, weight lifting, team and individual sports, exercise, adventure sports, special events and programming or health and fitness advisory services.

I understand that the foregoing waiver of liability on my behalf shall apply to any and all claims against the Club and the Club Affiliates for any such personal injuries, property loss or other damages connected to or arising out of any of the aforesaid risks, within the club or outside of the club.

**This waiver serves as a clause to cover negligence associated with the presence of or transmission of any bacteria, viruses, or infectious diseases.**

**Release, Indemnify and Defend.** I hereby, on behalf of myself and my heirs, executors, administrators and assigns, fully and forever release and discharge the Club, Landlord and the Club Affiliates, and each of them, from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated (collectively, “Claims”), resulting from or arising out of my attendance at or use of the Club or my participation in any of the Club’s activities or programs, including those which arise out of the negligence of the Club and/or the Club Affiliates. I agree to defend, indemnify and hold harmless the Club and the Club Affiliates from and against any Claims arising from or related to my own acts or omissions in connection with my attendance at or use of the Club or participation in any of the Club’s activities or programs.

**Payment for Damages.** I agree to pay for any and all damages to the Club caused by me negligently, willfully or otherwise.

**Consent for Emergency Treatment.** I consent to medical treatment for emergencies that occur during my attendance at or use of the Club or my participation in any of the Club’s programs or activities where I am unable to consent to such treatment. I understand the provisions of this Waiver and Release apply to any treatment that might be provided to me under this Section 5, including but not limited to Sections 2, 3 and 6.

**Medical Advice.** I understand that the Club strongly recommends that I be examined by my physician prior to engaging in activities at the Club. I acknowledge that the Club and the Club Affiliates, including their employees, even if certified as a Personal Trainer, group exercise instructor, Nutritionist, etc., are not licensed medical practitioners, and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.

**Insurance.** I understand that I am solely responsible for any medical, health or personal injury costs relating to my attendance at or use of the Club or participation in any of the Club’s activities or programs.

**Governing Law.** This Waiver and Release shall be governed in all respects by the laws of the State in which the Club is located, without regard to the conflicts of law principles thereof.

**Severability.** If any term or provision of this Waiver and Release shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Waiver and Release or the application of such provision to any other party or circumstances shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.

**I acknowledge that I have carefully read this Waiver and Release and fully understand that it is a waiver and release of liability.**

Name (please print): \_\_\_\_\_ Sex: Male \_\_\_\_\_ Female \_\_\_\_\_

Company: \_\_\_\_\_ Access Card: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_