

**COVID-19
RELEASE AND WAIVER OF LIABILITY**

I, (*print name*) _____, have registered voluntarily to engage in exercise and fitness activities and to use the exercise equipment, fitness areas, and [*related locker and shower facilities*] (collectively, the “**Facilities**”) available only to the tenants of the office [building/complex] commonly known as Midtown Plaza, in the building and on the common area located at 1360 Peachtree St NE, Atlanta, GA. 30309.

I understand the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and is extremely contagious. Even though TR Midtown Plaza LLC, a Delaware limited liability company, and its affiliates and affiliated entities, employees, representatives, agents, contractors, successors and assigns (collectively, “**Landlord**”) has put in place certain preventative measures to reduce the spread of COVID-19, I understand that Landlord cannot guarantee my health and safety or that I will not become infected with COVID-19 while using the Facilities. I further understand that exposure to disease (including, without limitation, COVID-19) is inherent and unavoidable in the use of, and participation in activities at, the Facilities, and that such use and activities may increase my risk of contracting COVID-19 or other infectious diseases.

I understand that the Facilities are unsupervised and Landlord is not providing any staff, medical personnel, or other employees or contractors to supervise the Facilities or the use thereof or activities therein. I understand that by participating, I am at risk to suffer serious illness, physical injury, disability and possibly death. I understand and agree that I, alone, am responsible for taking the precautions and preventative measures then prescribed by the World Health Organization, Centers for Disease Control and Prevention, local health departments, and similar organizations, and/or Landlord (“**Safety Guidelines**”) to reduce the spread of COVID-19 or other disease while using the Facilities or participating in activities in the Facilities. By way of illustration, and not limitation, of the foregoing, I agree to practice safe social distancing, sanitization and clean hygiene during my use of and activities in the Facilities, including, without limitation, the following:

_____ I will adhere to all safe social distancing measures, including, without limitation, by keeping a minimum of six feet (6’) from any other persons while using or participating in activities in the Facilities.

_____ I will be solely responsible for cleaning any equipment I use or surface I touch before I touch it and again after I am done using it.

_____ I will not use the Facilities if I am in a high-risk category, if I am showing any signs of illness, if I have been diagnosed with COVID-19 or another infectious disease, or if I have been exposed to someone with a suspected or confirmed case of COVID-19 or any other infectious disease.

_____ I will frequently sanitize my hands, cover coughs and sneezes and practice good personal hygiene.

_____ I will at all times while using the Facilities wear an appropriate, well-fitting face covering, that allows me to breathe easily.

I understand that failure to follow any Safety Guidelines then in effect may result in a suspension or termination my membership in or use of the Facilities.

In consideration of Landlord making and continuing to make the Facilities available, from which I receive value and benefit, I knowingly and voluntarily: (i) acknowledge the contagious nature of COVI-19 and other infectious diseases and assume the risk that I may be exposed to or infected by COVID-19 or other

infections disease by my use of or activities in the Facilities, which may result in illness, physical injury, disability or death, whether as the result of the actions, omissions or negligence of myself or others, including, without limitation, Landlord and other users of the Facilities; and (ii) accept sole responsibility for any such exposure, infection, illness, injury, disability or death, and any damage, loss, claim, suit, liability or expense, of any kind (collectively, "Loss"), that I may experience or incur in connection with my use of or activities in the Facilitates.

I expressly forever release and discharge Landlord from, and hereby waive and covenant not to sue Landlord for, any Loss arising out of or relating to my use of or activities in the Facilities or arising out of or relating to my exposure or potential exposure to COVID-19 or other infectious diseases, to the fullest extent permitted by the laws of Georgia. The foregoing release, discharge and waiver is made by me individually and on behalf of my heirs, executors, and assigns.

I hereby agree to indemnify, defend and hold Landlord harmless from and against, any Loss relating in any way to my use of or activities in the Facilities or relating to my exposure or potential exposure to COVID-19 or other infectious diseases.

I UNDERSTAND AND AGREE THAT THE EFFECT OF SIGNING THIS RELEASE AND WAIVER OF LIABILITY IS TO GIVE UP ALL OF MY AND MY HEIRS, EXECUTORS AND ASSIGNS LEGAL RIGHTS TO FILE ANY LAWSUIT OR TO RECOVER ANY MONEY DAMAGES AGAINST LANDLORD WITH RESPECT TO ANY LOSS. THE WAIVER, RELEASE AND INDEMNITY PROVIDED ABOVE IS INTENDED TO RELEASE AND INDEMNIFY LANDLORD 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.

Because use of and participation in the activities in the Facilities is voluntary, I have agreed to sign this Release and Waiver of Liability. I have been given the opportunity to read carefully all of the terms of this Release and Waiver of Liability and I understand fully the legal consequences of signing it. I understand that I will not be allowed to use or participate in the activities in the Facilities unless I sign this Release and Waiver of Liability. I agree to this because I choose to use and participate in the activities in the Facilities at my own risk, knowing that I have no legal right to seek recovery of damages or otherwise to make any claim against Landlord for any harm, illness or injury, including death, that I may suffer as a result of my participation.

I understand this Release and Wavier of Liability is in addition to, and not in lieu of, any Release and Waiver of Liability that I have previously signed or agreed to.

Name (Print)

Company Name Suite #

Signature Date

Access Card #