

Waiver and Release of Claims Arising Out of the Use of the 1999 Broadway Fitness Center Facilities

I, _____ hereby request permission to use the Fitness Center, located on the Mezzanine of 1999 Broadway, 1999 Broadway, Denver, CO 80202 together with any and all equipment, and other facilities located therein (the "Fitness Facilities") by FSP 1999 Broadway LLC C/O Hines GS Properties Inc. ("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 persona, 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: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

Sex: M or F



**1999 Broadway
Fitness Center Facilities
Rules and Regulations**

1. Use of the Fitness Facilities, The Lift, is limited to tenants of 1999 Broadway only. No guests are allowed.
2. You may not use The Lift unless you have read, understood and signed the Waiver and Release of Claims Fitness Facilities.
3. The hours of The Lift are Monday through Friday, 5:00 a.m. – 9:00 p.m. and Saturday, 8:00 a.m. – 1:00 p.m.
4. Do not bring food or drinks into The Lift (other than water bottles).
5. Wear shirts, appropriate shorts or sweat pants, and athletic shoes when using The Lift.
6. Please do not enter The Lift with dirt, oil, or grease on your shoes.
7. All persons using the fitness equipment must wipe it clean when finished using it with the cleaning supplies provided.
8. Phone calls should be taken outside of The Lift in the Loft Café seating area.
9. Return all weights to the racks after use.
10. IMPORTANT: do not use equipment unless you fully understand written instructions on proper use.
11. To protect your belongings, use a lock to secure them in a locker while you are using The Lift. Locks left overnight may be removed by building management. Neither Landlord nor building management will be responsible for any personal property left within The Lift, including any items stored in lockers. Lost and Found items are kept for thirty (30) days.
12. Report any injuries or problems immediately to building management.
13. Offensive behavior of any kind will NOT be tolerated in The Lift. You may be removed from The Lift for any such behavior and multiple instances of offensive behavior may result in the permanent loss of use of The Lift. Any behavior you feel is inappropriate should be reported to building management immediately.
14. The Lift does not have a towel service, bring a towel when using the locker room facilities.
15. Class Instructors and Personal Trainers are not allowed to accompany tenants in The Lift.

The Lift is for the enjoyment of all 1999 Broadway's tenants and their employees. Please assist us in maintaining the facilities' cleanliness by disposing of all trash in the receptacles provided. Please report any problems immediately to the building management.

Signed: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

Sex: M or F

