

**FITNESS CENTER
WAIVER AND COMPLETE RELEASE OF LIABILITY AGREEMENT ("*AGREEMENT*")**

In consideration for being allowed to utilize the exercise equipment and facilities (the "*Fitness Facilities*") and the locker/restroom/changing rooms and facilities (the "*Locker Facilities*") (the Fitness Facilities and the Locker Facilities being referred to collectively as the "*Fitness Center*") on the third level of the building commonly known as 1670 Broadway, Denver, Colorado (the "*Building*"), the undersigned *User* (herein so called), being eighteen years of age or older, hereby agrees to the following:

1. User acknowledges that his or her presence in and use of the Fitness Center can constitute a dangerous activity and may expose User to a considerable risk of personal injury or death. None of the Released Parties (defined below) makes any representation or warranty with respect to the condition of the Fitness Center. Furthermore, User acknowledges that he or she is fully aware that there may be a health risk for certain individuals participating in activities involving physical exertion and/or exposure to heat or water and User fully assumes the risk of such use. User acknowledges that none of the Released Parties has provided or will provide any supervision, instruction or assistance with the Fitness Center. In executing this Agreement, User acknowledges and affirms that he or she has carefully read the same and has asked for and obtained satisfactory explanation of any part hereof that he or she does not understand.

2. User is not permitted to bring any friends, family members, partners or any other persons that have not executed a separate form substantially similar to this Agreement (collectively, "*unauthorized persons*") into the Fitness Center or permit any such unauthorized persons to utilize any of the Fitness Center. User understands and agrees that the Building owner or manager may revoke User's use of the Fitness Center at any time.

3. User understands that their Building access card will be activated for access to the Fitness Center. User agrees that he or she will not give or lend their access card to or provide access to any unauthorized person into the Fitness Center. User agrees to notify Building management immediately if his or her access card is lost or stolen. User shall select which Locker Facilities User's access card will be programmed to permit User to access. User shall not access any Locker Facilities other than the Locker Facilities selected by User below.

4. COVID-19 is a disease caused by an extremely contagious virus that spreads easily from person-to-person. Federal and state authorities recommend social distancing and masks to limit the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Using the Fitness Center or other amenities could increase the risk of contracting COVID-19. The Released Parties (defined below) in no way warrant or represent that COVID-19 will not spread through User's use of, or presence in or about, the Fitness Center. User agrees, represents, and warrants that User shall not visit or utilize the Fitness Center or participate in any programs at the Fitness Center within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and User agrees that User is aware of this list and the countries listed. User agrees to check the CDC Travel Health Notices list prior to utilizing the Fitness Center, on a daily basis if necessary. User agrees, represents, and warrants that User shall not visit or utilize the Fitness Center if User (i) experience symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected, diagnosed or confirmed case of COVID-19. User agrees to notify the Released Parties immediately if User believes that any of the foregoing access/use restrictions may apply. User agrees to strictly comply with any and all rules, requirements or recommendations which may be adopted from time to time by either governmental authorities, or the Released Parties and posted in the Fitness Center, relating to the use of the Fitness Center, including, but not limited to, the wearing of masks or other personal protective equipment, social distancing, limiting the number of individuals permitted to utilize the Fitness Center, and disinfecting equipment immediately after use by User. User's privilege to utilize the Fitness Center may be immediately revoked by Released Parties if User fails to strictly adhere to any such rules, requirements or recommendations. By entering into the Fitness Center, User acknowledges and assumes both the known and unknown potential dangers and risks of utilizing the Fitness Center; acknowledges that use thereof by User may, despite the Released Parties' reasonable efforts to mitigate such dangers and risks, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death; and waives and releases any and all claims against all Released Parties arising from such dangers and risks.

5. **BY EXECUTION OF THIS AGREEMENT, USER EXPRESSLY ASSUMES ANY AND ALL RISKS OCCASIONED BY OR RELATED TO USER'S PARTICIPATION IN ANY AND ALL ACTIVITIES IN CONNECTION WITH OR USE OF THE FITNESS CENTER. FURTHER, USER EXPRESSLY AGREES TO HOLD HARMLESS, INDEMNIFY, DEFEND AND RELEASE THE BUILDING, ITS OWNERS, ITS PROPERTY MANAGER, AND ITS AGENTS, AND THEIR RESPECTIVE AFFILIATES, REPRESENTATIVES, EMPLOYEES, OFFICERS, MANAGERS, MEMBERS, DIRECTORS, PARTNERS, AND ASSOCIATES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "*RELEASED PARTIES*") FOR ANY AND ALL LIABILITY AND FROM AND AGAINST ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER FOR BODILY AND PERSONAL INJURY, DEATH TO PERSONS,**

OR DAMAGE TO OR LOSS OF PROPERTY (WHETHER BY THEFT OR OTHERWISE), OR ANY OTHER INJURY, DAMAGE OR LOSS OF ANY KIND (ECONOMIC OR NON-ECONOMIC) ARISING FROM OR RELATED TO USER'S PARTICIPATION IN ANY AND ALL ACTIVITIES IN CONNECTION WITH OR USE OF THE FITNESS CENTER, USER'S BRINGING ANY UNAUTHORIZED PERSONS INTO THE FITNESS CENTER OR PERMITTING ANY UNAUTHORIZED PERSONS TO UTILIZE THE FITNESS CENTER, AND ANY AND ALL OTHER CLAIMS RELATED THERETO, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED (COLLECTIVELY, THE "RELEASED CLAIMS"). THE RELEASED CLAIMS SPECIFICALLY INCLUDE BUT ARE NOT LIMITED TO ANY RELEASED CLAIMS BASED ON ACTUAL OR ALLEGED NEGLIGENCE (WHETHER IT BE NEGLIGENCE OR GROSS NEGLIGENCE IN IMPROPER ACTION OR IN FAILURE TO ACT) OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, IF ANY. THE RELEASED CLAIMS ALSO SPECIFICALLY INCLUDE ANY CLAIMS BASED ON DEFECTIVE OR UNSAFE FACILITIES OR EQUIPMENT. THIS AGREEMENT IS A COMPLETE WAIVER OF ANY AND ALL WARRANTY CLAIMS REGARDING THE CONTENT AND SAFETY OF ANY AND ALL ACTIVITIES AND/OR FACILITIES AND/OR THE FITNESS CENTER. BY EXECUTION OF THIS AGREEMENT, USER AGREES NOT TO SUE THE RELEASED PARTIES AND ACKNOWLEDGES AND AGREES THAT USER IS RELEASING ANY AND ALL RIGHTS TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES. USER FURTHER SPECIFICALLY WAIVES ANY ARGUMENT THAT THIS AGREEMENT IS UNENFORCEABLE OR AGAINST PUBLIC POLICY. USER COVENANTS THAT USER SHALL NOT NOW OR AT ANY TIME IN THE FUTURE, DIRECTLY OR INDIRECTLY, COMMENCE OR PROSECUTE ANY ACTION, SUIT OR OTHER PROCEEDING AGAINST ANY OF THE RELEASED PARTIES CONCERNING, ARISING OUT OF, OR RELATED TO THE RELEASED CLAIMS. USER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL DAMAGES, COSTS AND FEES, INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEES AND OTHER FEES AND EXPENSES INCURRED BY THE RELEASED PARTIES, ARISING FROM USER'S BREACH OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

6. User agrees to comply with all rules imposed by the Building and its owners and agents, their employees, officers, directors, and associates regarding the use of the Fitness Center (the "**Rules**"). User acknowledges receipt of the current Rules attached hereto, and understands that the Rules may be modified at any time by posting at the Fitness Center. User agrees to conduct himself or herself in a controlled and reasonable manner at all times, and to refrain from using the Fitness Center in a manner inconsistent with its intended design and purpose.

7. **THE RELEASES, INDEMNITIES, WAIVERS AND COVENANT NOT TO SUE SET FORTH IN THIS AGREEMENT ARE ALSO BINDING UPON THE USER'S SPOUSE, LEGAL REPRESENTATIVE, HEIRS, SUCCESSORS, AND ASSIGNS.** However, the right to use the Fitness Center is personal to the User and is not assignable by him or her.

8. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE USER AND THE RELEASED PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.**

9. **USER HAS READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS AGREEMENT WITH FULL KNOWLEDGE OF ITS CONTENT.**

User Signature: _____

Please select the appropriate Locker Facilities to which User will be provided card access (**Select One**):

Printed Name of User

_____ Men's Locker Facilities

Email Address: _____

_____ Women's Locker Facilities

Date: _____

Keycard Number: _____

_____ Non-Specific Gender Locker Facilities

Tenant to which User is related:

RULES FOR FITNESS CENTER USE

1. Fitness Center is solely for authorized employees of tenants in the Building. No guests including personal trainers.
2. Fitness Center hours are Monday – Friday: 6am – 6pm. Building owner reserves the right to close the Fitness Center on holidays, in the case of emergencies, or for maintenance of the Fitness Center.
3. Fitness Center is only for individuals that are eighteen (18) years of age or older.
4. All Fitness Center users must wear appropriate workout attire, including shoes.
5. No food or alcohol allowed in the Fitness Center.
6. Closed-lid drinking containers only.
7. Fitness Center users should be courteous of other Fitness Center users.
8. All equipment should be returned to its original position after use.
9. Equipment failure or theft should be reported to building management.
10. Lockers inside the locker rooms cannot be used overnight and Building owner reserves the right to empty the locker if they have determined that overnight storage has occurred.