

**Assumption of the Risk and Waiver of Liability Relating to Use of the Fitness Center
During COVID-19 Pandemic**

As a condition to, and in consideration of my use of the “Fitness Center” located in the NBC Tower building (the “Building”) located at 455 N Cityfront Plaza Drive, Chicago, Illinois, 60611. I hereby certify, covenant and agree as follows:

This agreement supplements, but does not replace, any prior waivers, releases or other agreements that I have entered into regarding my use of the Fitness Center. In the event of conflict, this agreement shall prevail.

I understand that the novel coronavirus, Covid-19, has been declared a worldwide pandemic, is extremely contagious and that 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 am not now nor will I attend the Fitness Center if I: (i) experience any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell; (ii) have traveled to a highly impacted area within the last 14 days (iii) am diagnosed with Covid-19 (iv) have been exposed to someone with a suspected case of Covid-19 (v) am not following all recommended CDC guidelines.

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.

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”). I hereby release, covenant not to sue, discharge, and hold harmless the Fitness Center, its owners, employees, agents, managers, representatives and their successors and assigns, of and from any Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

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.**

Employer/Suite Number

Name (Please Print)

Phone Number

Signature

Email Address

Date

