

FITNESS CENTER WAIVER OF LIABILITY
COVID-19 ADDENDUM

IN CONSIDERATION of being permitted to utilize the fitness center (hereafter the "Fitness Center") at 20 N Wacker Drive, Chicago, IL 60606 ("Property"), I agree, on behalf of myself, my personal representatives, assigns, heirs, and next of kin, to the following:

1. I HEREBY ACKNOWLEDGE that I have previously signed a waiver to use the Fitness Center, and due to the impact of the Coronavirus (COVID-19) I am executing this Fitness Center Waiver of Liability COVID-19 Addendum (this "Addendum") as a result of the heightened risk of using the Fitness Center due to the COVID-19 pandemic. This Addendum supplements and is in addition to the waiver I previously signed.
2. I HEREBY ACKNOWLEDGE that the COVID-19 pandemic is a worldwide risk to human health. COVID-19 is highly contagious and has a mortality rate many times greater than the flu. I understand that by entering the Fitness Center, I may be exposing myself, my heirs, my next of kin and others to COVID-19.
3. I HEREBY ACKNOWLEDGE that I have been provided with the rules and regulations for the Fitness Center. I agree I must adhere to all of the rules and regulations for the Fitness Center as well as all local/state and CDC social distancing requirements at all times while using the Fitness Center.
4. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT TO NOT SUE SL CIVIC WACKER LLC (the "Owner") of the Property its agents, employees, contractors and all other personnel providing services on the premises, (individually and collectively referred as to as the "Released Parties"), from any and all liability to me, my personal representatives, assigns, heirs, and next of kin for any and all claims, demands, obligations, losses, expenses, costs or damages on account of injury, illness, virus or infectious disease (including, without limitation COVID-19) to me or my death, or damage to or loss of or to any of my property, at any time now or in the future, arising out of the use of the Fitness Center or while I am in the Fitness Center from any cause whatsoever (individually, and collectively, the "Released Matters"). I voluntarily and knowingly assume the risk of all such injury, illness, virus, infectious disease (including, without limitation, COVID-19), death, damage, expense, claim or loss.
3. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS AND DEFEND (with counsel agreed to by the Released Parties), the Released Parties, and each of them, from any and all claims, demands, obligations, losses, liability, obligations, damages, costs or expenses, including but not limited to attorneys' fees, which the Released Parties may incur related to any Released Matters. I HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM OR LAWSUIT BY ME, MY HEIRS, NEXT OF KIN, ESTATE OR ASSIGNS, ARISING OUT OF OR RELATING TO MY USE OF THE FITNESS CENTER OR ANY EQUIPMENT THEREIN,

INCLUDING BUT NOT LIMITED TO CLAIMS ARISING BEFORE, DURING OR AFTER USE OF THE FITNESS CENTER, AND CLAIMS FOR PERSONAL INJURY, ILLNESS, VIRUS, INFECTION DISEASE (INCLUDING WITHOUT LIMITATION COVID-19) PROPERTY DAMAGE OR WRONGFUL DEATH.

4. I expressly agree that the foregoing release, discharge, covenant not to sue, waiver and indemnity is intended to be as broad and inclusive as is permitted by the laws of the State where the Property is located.

IN WITNESS WHEREOF, this Waiver of Liability is executed on this ____ day of _____, 20____.

SIGNATURE:

Printed Name