

**180 North LaSalle Street Fitness Center
Coronavirus/COVID-19 Acknowledgement
Phase 5**

As of June 11, 2021, the State of Illinois and the City of Chicago is entering Phase 5 and restrictions relating to the novel coronavirus, COVID-19, are being lessened, and in certain respects, lifted. Notwithstanding the foregoing, certain concerns and risks remain.

With this in mind, it is important that users of the fitness center and locker room facilities (“Fitness Center”) located at 180 North LaSalle Street, Chicago, Illinois (the “Building”) take steps to continue to mitigate the risk of infection. **We are therefore requiring that users of the Fitness Center sign below and return this document to property management for the Building before entering the Fitness Center. Anyone who does not sign and return this form will not be permitted to enter the Fitness Center.**

By signing below, I attest, represent, and warrant that the following are true and correct to the best of my knowledge:

1. If I am fully vaccinated (meaning I am two weeks past my second Moderna or Pfizer COVID vaccination shot, or my single Johnson & Johnson shot), I acknowledge that I am no longer required to wear a mask while in the Fitness Center in accordance with the State of Illinois and City of Chicago Phase 5 guidelines; however, by removing my mask in the Fitness Center I am acknowledging that I am fully vaccinated, as defined above. I acknowledge that, upon request, I will produce proof of my vaccination status.

2. If I am not fully vaccinated, as defined above, then I acknowledge that the following safety precautions continue to apply to me while using the Fitness Center:

- Refrain from touching others. This includes no handshakes, hugging or other embraces.
- Wear a face covering at all times when within the Fitness Center.
- Maintain social distancing whenever possible.
- Such other reasonable requirements as others may request, or which may be posted in the Fitness Center.

3. Regardless of whether I am fully vaccinated, I will be required to wipe down equipment after use and wash my hands or use hand sanitizer frequently and maintain good hygiene generally.

4. Regardless of whether I am fully vaccinated, if within 14 days of the date preceding my entry into the Fitness Center, I am diagnosed with COVID-19 (and have not been cleared as noncontagious by my physician), suspect that I am infected with COVID-19, or am exposed to a person with a confirmed or suspected case of COVID-19, I will not enter the Fitness Center.

5. Regardless of whether I am fully vaccinated, if I am experiencing any symptoms of COVID-19, or I have experienced any such symptoms within the 14 days preceding my entry into the Fitness Center, and have not received a negative COVID-19 test following the onset of such symptoms, I will not enter the Fitness Center. I understand that symptoms of COVID-19 include, but are not limited to, the following: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell.

By signing below, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by entering the Fitness Center, regardless of whether I am fully vaccinated or not, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while using the Fitness Center may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other users of the Fitness Center, those providing services or support at the Fitness Center, and other individuals. 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 may experience or incur in connection with my entry into the Fitness Center (“Claims”).

By signing below, I hereby release, covenant not to sue, discharge, and hold harmless 180 N LaSalle Property Owner LLC, IC US Capital Properties LLC, Hines Interests Limited Partnership, Hines Holdings, Inc., and their affiliates, related entities, parent and subsidiary companies, and their employees, independent contractors, agents, and representatives (collectively, the “Released Parties”), of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Released Parties, whether a COVID-19 infection occurs before, during, or after use of the Fitness Center.

I confirm that I have read this Agreement, understand its contents, and enter into this Agreement voluntarily in exchange for my being permitted to enter the Fitness Center.

Print Name

Signature

Date