

FITNESS CENTER WAIVER & RELEASE

I, _____, state and acknowledge the following on this _____ day of _____, 20__:

I am an on-site employee of _____, a tenant of The Towers at Park Central office project (consisting of the three (3) office buildings known as Park Central 7, 8 and 9 located at 12750, 12770 and 12790 Merit Drive, Dallas, Texas 75251) (collectively, the "Project"), and I am hereby authorized by my employer to use the fitness center located in the Park Central 9 building of the Project (the "Facilities").

I will not permit the use of the Facilities by any other person not authorized to use the facility. I agree to return the access card upon cessation of my employment with the above-named tenant of the Project. I am at least 18 years of age and assume full responsibility for my use of the Facilities at my sole risk and shall abide by the rules and regulations for the use of the Facilities that are in effect from time to time. Individuals under the age of 18 are not permitted in the fitness center.

I understand that the Facilities shall be available on a first-come, first-serve basis each day and will be unmanned and unsupervised. Any and all employees or agents of Prescott Realty Group, Inc. and Park Central Property LP (the "Project Owner") who may be present at any time in the Facilities are not trained or authorized to provide health, fitness or medical assistance or advice. Additionally, to the extent the Project Owner permits classes (exercise or otherwise) to be taught or provided in the Facilities, I understand that the instructor is an independent contractor and not an employee or agent of Project Owner, and therefore, Project Owner is not responsible or liable in any manner for the acts or omissions of the instructor, and my participation in any such classes will be at my own risk. I further understand that use of the Facilities may subject me to germs and disease, and Project Owner is not responsible or liable in any manner for any illness I may contract from use of the Facilities.

I warrant that I am in good physical condition and I know of no medical or other reason why I cannot or should not do active or passive exercise. I agree to abide by the following Code of Conduct:

- Will agree to adhere to social distancing
- Will diligently work to keep all equipment and stations clean
- Will wash hands and/or use hand sanitizer upon entering and exiting the Facilities
- Will NOT enter the Facility if not feeling well

Assumption of the Risk and Waiver of Liability Relating to COVID-19:

By signing this agreement, 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 and using the Facility 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 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Project Owner and other Project occupants.

I understand the risks associated with wearing a face mask, if required, during any fitness activities, such as restricted airflow and/or difficulty breathing and may result in personal injury, illness, permanent disability and death.

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 attendance at the Facilities. I, for myself, my heirs and representatives, hereby release, waive, discharge and hold harmless the Project Owner and its employees and agents (including without limitation Prescott Realty Group, Inc.) and their respective successors, assigns from any and all liability and cost of defense (including attorneys' fees) arising from any injury to me (including death), damage to, loss of, or theft of my property or any other injury, loss or damage occurring in the Facilities or resulting in any manner from the use thereof. All indemnities, releases and obligations to defend contained in this paragraph will be enforced to the fullest extent permitted by applicable law for the benefit of the applicable beneficiary thereof, even if the applicable claim is caused by the active or passive negligence or sole, joint, concurrent or comparative negligence of such beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such beneficiary, but will not be enforced to the extent that a court of competent jurisdiction holds in a final

judgment that a claim is caused by willful misconduct or gross negligence of such beneficiary.

Tenant Employee Signature: _____

Printed Name: _____

Locker Room Access (please circle one): Male Female

Date: _____

Access Card Number: _____

<u>FOR OFFICE USE ONLY</u>			
PM Office Initial _____	Date _____	Security Initial _____	Date _____
		O M OF	