

**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 Pennzoil Place building (the “Building”) located at 711 Louisiana Street, Suite 200 Houston, Texas, 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 federal, state, and local 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 will not enter the Fitness Center if I: (i) experience any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, diarrhea, measured temperature greater than or equal to 100.0 degrees Fahrenheit, or new loss of taste or smell; (ii) have traveled to an area within the last 14 days that is banned by Presidential proclamations or other government requirements or announcements; (iii) am diagnosed with COVID-19; (iv) have been exposed to someone with a suspected case of COVID-19; or (v) am not following all recommended CDC guidelines.

I have read, understand, and fully agree to comply with State of Texas Executive Order GA-29 relating to the use of a face covering (over the nose and mouth). I further agree to comply with all applicable State of Texas and Harris County restrictions and orders related to mitigating the spread of COVID-19.

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.

ASSUMPTION OF RISK

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”).

INDEMNIFICATION

I HEREBY FULLY AGREE TO FULLY INDEMNIFY, DEFEND, 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 TO MY USE OF THE FITNESS CENTER, WHETHER CAUSED BY THE NEGLIGENCE OF THE FITNESS CENTER OR OTHERWISE RELATED TO COVID-19.

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.**

In sum, I understand I may get COVID-19 if I use the Fitness Center. If I do, I accept that this is my responsibility and fault and not anyone else's.

Employer/Suite Number

Name (Please Print)

Phone Number

Signature

Email Address

Date