

### Waiver & Release

I \_\_\_\_\_ am an employee of \_\_\_\_\_, a tenant in the Plaza 7000/One Far West office building, Suite \_\_\_\_\_, Austin, Texas 78731 ("Plaza 7000/OFW"). I desire to obtain permission from the landlord to use the exercise room and the associated equipment (the "Facility") at Plaza 7000.

As a condition to and in consideration of the landlord granting me permission to use the Facility, I hereby represent, warrant, covenant and agree as follows:

1. I understand that I do not have a right to use the Facility without the express permission of the landlord. I further understand that the landlord may revoke my permission to use the Facility at any time.
2. I have received a copy of the rules and regulations relating to the operation of the Facility and I have read and understand them. I agree to abide by the rules and regulations as they may be modified and amended from time to time by the landlord.
3. I have received an access card key for entry into Plaza 7000 which also permits access to the Facility. I agree not to loan it to anyone (including to other tenants or employees or guests of tenants of Plaza 7000/OFW) and to return it to the landlord or my employer at such time as my employment and/or lease at Plaza 7000/OFW ends.
4. I understand that no guests are allowed to enter or use the Facility.
5. To my knowledge, I have no health problems or conditions which could render vigorous exercise dangerous to my health or wellbeing. I am not under any type of medical treatment nor am I taking any prescriptions or medications which could render my use of the Facility dangerous to my health or wellbeing. I UNDERSTAND THAT MY USE OF THE FACILITY IS AT MY OWN RISK.
6. Neither landlord nor any other party has made any representations, warranties, or statements to me regarding the safety of the equipment in the Facility. I hereby represent and warrant to landlord that I am knowledgeable regarding the use and operation of the exercise equipment in the Facility and that landlord does not provide instruction or supervision regarding the use of such equipment.
7. I hereby release, discharge and acquit Plaza 7000, Ltd., the owner of Plaza 7000, 3410 Far West, Ltd., the owner of One Far West, and Kucera Management, Inc., all of their officers, directors, shareholders, partners, employees, agents, legal representatives, successors, heirs and assigns from any and all loss, cost, expense, liability, damages, claims, actions and causes of action of any kind, type or nature whatsoever (including, without limitation, court costs and attorney's fees) which I may incur or experience or which may arise in connection with or incidental to my use of the Facility, including, without limitation, any and all injuries to my person and any and all economic loss occasioned as a result of the theft of my property at the Facility, it being hereby acknowledged, understood and agreed that any and all use of the Facility by me is voluntary and is conditioned upon this release and but for my execution of this release, I would not be permitted to use the Facility.
8. I further understand, covenant, and agree that this is a full and complete release and covenant not to sue and I have executed it voluntarily and under no duress.
9. Please understand that despite all the precautions that you, other members, and/or Plaza 7000, LTD., 3410 Far West, LTD., and Kucera Management, Inc. may take, we cannot guarantee your health or safety, and you may still be exposed to COVID-19, including through interactions with other individuals who have COVID-19. By executing this release and gaining access to the facility, you, on behalf of yourself, your heirs, beneficiaries, representatives, successors and assigns: (1) voluntarily assume all risks associated with any exposure to COVID-19, including, but not limited to suffering any type of medical condition, illness and, potentially, death; and (2) knowingly and voluntarily waive, release, covenant not to sue, forever discharge, indemnify, and hold harmless Plaza 7000, LTD., 3410 Far West, LTD., and Kucera Management, Inc, its parents and subsidiaries and their respective officers, directors, employees, contractors, agents, representatives, successors and assigns ("Released Parties") from any and all liability, damages, losses, suits, demands, causes of action to the fullest extent permitted by the laws of this state, or any other claims of any nature whatsoever, arising out of or relating in any way to your use of the facility and your potential exposure to COVID-19.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_,20\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Access Card Number

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Company Name