

Highland Pointe Fitness Center
Coronavirus/COVID-19 Acknowledgement (“Acknowledgement”)

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and other international, national, state, and local health agencies and authorities. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments, and federal and state health agencies and authorities, recommend, among other things, social distancing, and have, in many locations, prohibited the congregation of groups of people.

With this in mind, it is important that users of the fitness center and locker room facilities (collectively, the “**Fitness Center**”) located at **377 E. Butterfield Road, Lombard, IL** (the “**Building**”) take steps to mitigate the risk of infection and transmission. **We are therefore requiring that users of the Fitness Center sign below and return this Acknowledgement to property management for the Building before entering the Fitness Center. Anyone who does not sign and return this Acknowledgement 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 within 14 days of the date preceding any entry by me into the Fitness Center from time to time, 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.
2. If I am experiencing any symptoms of COVID-19, or if I have experienced any such symptoms within the 14-day period preceding any entry by me into the Fitness Center from time to time, 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, and new loss of taste or smell.
3. I agree that I will follow the following safety precautions at all times while using the Fitness Center:
 - Refrain from touching others. This includes no handshakes, “high-fives”, hugging, embraces, or other physical contact.
 - Wear a face covering at all times when within the Fitness Center.
 - Wash hands or use hand sanitizer frequently and maintain good hygiene generally.
 - Maintain social distancing whenever possible.
 - Wipe down and clean all benches, weights, machines, and other equipment before and after each use using available cleaning wipes, towels, and/or sprays.
 - Such other reasonable requirements as may be posted in the Fitness Center or as may be otherwise directed by the Building, property management, and/or ownership from time to time.

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 and that such exposure or infection may result in personal injury, illness, permanent disability, and/or 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 and to others that I may infect (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or others that I may infect may experience or incur in connection with my entry into and/or use of the Fitness Center (collectively, “**Claims**”).

By signing below, I hereby release, covenant not to sue, discharge, and hold harmless Highland Pointe LLC, Millbrook Properties, Millbrook Real Estate Company, Millbrook Management, and their respective affiliates, related entities, and parent and subsidiary companies, and all of their respective partners, members, principals, officers, directors, shareholders, affiliates, employees, agents, lenders, contractors, successors, and assigns (collectively, the “**Released Parties**”), of and from any and all 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 (i) includes any Claims based on the actions, omissions, or negligence of Released Parties, whether a COVID-19 infection occurs before, during, or after entry into and/or use of the Fitness Center, and (ii) is in addition to, and not in limitation of or substitution for, any other waivers or releases that I may have executed, whether prior to or following my execution of this release.

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

Print Name

Signature

Date