

Fitness Center Acknowledgement of Rules and Regulations and Waiver of Liability

1. The Fitness Center is provided by 30 E. Huron Condominium Association for use by its owners and residents only.
2. Each owner, family member over age 18 or resident must sign this Acknowledgement of Rules and Regulations and Waiver of Liability before he or she enters or utilizes the Fitness Center.
3. Children under the age of 18 may not use the Fitness Center unless accompanied by an adult responsible for their safety. Children under the age of 12 are not permitted in the Fitness Center.
4. In using the Fitness Center at the 30 East Huron Condominium Association (“Association”) and the equipment provided therein, the undersigned warrants and represents to the Association as follows:
 - a. I have no physical infirmity that inhibits my safe and proper use of the Fitness Center equipment provided by the Association:
 - b. I am aware of the scope, nature, and extent of the risks inherent in my use of the Fitness Center equipment and the facility (including any possible equipment defect or malfunction thereon).
 - c. I have full reviewed and am fully aware of the nature of the release of liability contained in this agreement.
 - d. I am aware of the potential for contracting communicable diseases and viruses (including, but not limited to, the novel coronavirus / COVID-19) via use of the Fitness Center facilities and understand that the Association in no way warrants that the equipment of facilities therein will be cleaned and disinfected in a manner to limit the spread of such communicable disease. All residents and users of the Fitness Center hereby covenant to fully disinfect the equipment he/she may use before use and after use thereof and assume all risks and liabilities related to use and operation of the Fitness Center with regard to such communicable diseases.
 - e. I further covenant to follow and adhere to all Association rules, regulations, and policies related to use of the Fitness Center, including policies and recommendations for minimizing spread of any communicable disease.
 - f. I recognize that the Association has purchased and is providing the Fitness Center equipment for the optional use of its residents, and recognizing the risks of potential injury which I may encounter as a result of my use of such facilities and equipment and being willing to accept those risks in order to avail myself of the use of such equipment and facilities, I hereby freely and voluntarily assume all risk of injury in, or resulting from (including contracting any communicable disease, virus or otherwise), my utilization of the Association’s Fitness Center and/or using the Fitness Center equipment; I fully and forever release and waive any possible claim or cause of action for personal injury (or death resulting therefrom) or property damage which may hereinafter arise or accrue to me, against the Association, its officers and directors, and its agents or affiliates arising from any injuries I may sustain in connection with my use of the Fitness Center and equipment including any claims arising out of the negligence of any of the foregoing release parties. This waiver and release are binding upon myself, my personal representative, and my tenants, guests, visitors, employees, heirs, assigns and next of kin. This assumption of risk agreement, waiver and release shall be effective upon its execution and shall continue in effect thereafter to apply to all present and future use by me of the Association Fitness Center and equipment.

Waiver of Liability

I, the undersigned, have read, understood, and agree to be bound by the Rules and Regulations and releases listed herein and above. In consideration of my use of the Fitness Center, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that 30 E. Huron Condominium Association at 30 E. Huron, Chicago, IL 60611, and each of its respective employees, officers, directors, owners and agents (collectively “Indemnified Parties”), shall not be liable for personal injuries (including death) sustained by me in or around the Fitness Center, or as a result of my use of the Fitness Center. I therefore hereby indemnify, hold harmless, and release Indemnified Parties from and against all claims, damages, suits (including but not limited to those for bodily injury

or death) and costs (including attorneys' fees) that may arise directly or indirectly in connection with my presence and use of the Fitness Center.

THIS AGREEMENT AND WAIVER MAY BE ACCEPTED AND ACKNOWLEDGED VIA ELECTRONIC MEANS OF ACCEPTANCE.

**** I acknowledge that I have read and fully understand this waiver of liability. I further acknowledge that I am accepting these personal risks and conditions of my own free will. ****

Signed

Printed Name

Date