

*Please return completed form to Skyline management office or email to:
TenantServicesSkyline@kilroyrealty.com & skylineOfficers@aus.com*

FITNESS CENTER RELEASE OF LIABILITY

Kilroy Realty, L.P., a Delaware limited liability company (“Owner”) is the owner of the property commonly known as Skyline Tower located at 10900 NE 4th Street, Bellevue, WA 98004 (the “Building”). The Building contains a fitness center containing various types of exercise machines and related equipment (the “Fitness Center”).

Owner cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while visiting Owner’s Buildings and/or the Fitness Center. It is not possible to prevent against the presence of the disease. Therefore, if you choose to enter onto Owner’s Buildings and/or the Fitness Center you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

The undersigned represents that he/she is currently employed by a tenant or occupant of one of the Buildings and that such Building is his/her primary place of work (as opposed to other buildings occupied by his/her employer in the surrounding areas). The undersigned acknowledges that he/she has voluntarily chosen to utilize the Fitness Center and participate in exercise and/or sport programs in connection therewith, and hereby confirms and agrees as follows:

1. I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to voluntarily enter the Fitness Center. I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to enter the Fitness Center.

2. I am aware that exercise and related sport activities are strenuous and may be hazardous, depending upon the nature and extent of my participation or involvement and the equipment or sport activity in which I am involved, and I hereby agree to accept any and all risk of injury or death, occasioned by my participation in such activities.

3. In consideration for being permitted to utilize the Fitness Center, or for my engaging in any contest, game, sports activity, exercise, function, competition or other activity at the Fitness Center or organized, arranged or sponsored by Owner or any other person or entity having the right to manage or utilize the Fitness Center, whether such activity is on or off the Fitness Center premises, I, on behalf of myself and my heirs, personal representatives, successors and assigns (collectively, the “Releasing Parties”) agree that the Releasing Parties:

- a. shall not make any claim against or sue Owner, its affiliates and their respective partners, principals, officers, directors, employees, representatives, agents, contractors, managers and assigns (collectively, the “Released Parties”) for any act or omission or in connection with any injury or damage to persons or property occasioned by or resulting from the Releasing Parties’ use of the Fitness Center;
- b. do hereby release and discharge the Released Parties from any and all actions, claims and demands the Releasing Parties have or may hereafter have for any injury or damage, including death, that any of the Releasing Parties may sustain or incur that is in any way related to a Releasing Parties’ use of the Fitness Center;
- c. do hereby forever release and waive my right to bring suit against the Released Parties in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Fitness Center. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen; and

- d. do hereby hold the Released Parties free and harmless from and indemnified against any and all loss, cost, claim, injury, damage or liability (including, without limitation, reasonable court costs and attorney's fees) sustained or resulting to me or any of the Releasing Parties.
4. Neither Owner nor any Released Parties shall be liable to me or my guests at the Fitness Center for loss or theft of personal property. Any property left by me or my guests on the premises of the Fitness Center, without provision for its storage, may be disposed of or sold without notice.
5. In consideration of my entry upon the Fitness Center, I acknowledge and agree to the following:
 - a. I have not experienced symptoms of fever, fatigue, difficulty of breathing, dry cough or exhibited any other symptoms relating to COVID-19 or any communicable disease within the last fourteen (14) days. If I experience any of these symptoms, I will immediately cease use of the Fitness Center.
 - b. I have not been diagnosed with the COVID-19 virus within the last thirty (30) days.
 - c. I will follow any and all federal, state, and local government and federal and state health agencies' orders, recommendations and guidelines concerning COVID-19, as the same may be updated from time to time.
 - d. I agree to comply with all posted signage within Owner's Buildings and the Fitness Center and comply with all verbal logistical instructions provided by Owner to maximize safety.

I, THE UNDERSIGNED, CONFIRM I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND ALL PROVISIONS OF THIS RELEASE. I FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Signed: _____ Date: _____

Name (please print): _____ Card #: _____

Company: _____

Need Access To: Men's Locker Room: ☐ Women's Locker Room: ☐

Email Address: _____



SKYLINE TOWER

FITNESS CENTER & LOCKER ROOM FACILITY RULES & ACKNOWLEDGEMENT

Each person utilizing the Skyline Tower Fitness center shall:

- (i) Follow and abide by these Rules (as now existing and as may be later amended).
- (ii) Fitness Center & Locker Room facility is for the exclusive use of building occupants only. No guests.
- (iii) No one without building provided access is permitted in the fitness center. Do not let anyone follow you in who does not have this provided access.
- (iv) Note that the fitness center hours are M-F 5:00am – 9:00pm, and Saturday 7:00am – 1:00pm. Closed Sunday, building holidays, and all other times.
- (v) User must supply his/her own lock for securing his/her personal property in lockers provided in each locker room. Lockers to be used only while using fitness center, no items should be left behind after exiting the fitness center. No overnight storage of any items. All items left behind will be thrown away each night when cleaned. Locks left on lockers will be cut and items disposed. _____ initial here to acknowledge (v)
- (vi) Please limit your time on each piece of equipment for no more than 30 minutes if there are others waiting to use.
- (vii) Each piece of equipment must be wiped down with provided cleaner immediately after each use.
- (viii) Towels are provided at no charge to user. Towels are never to be removed from Fitness Center.

Failure to abide by these Rules may result in the revocation of a person's privilege to use the Facilities.

Signed: _____ Date: _____

Name (please print): _____ Card #: _____