

**Waiver and Release of Claims Arising Out of the Use of the
Dominion Towers Fitness Center, Locker Room,
Skydeck Lounge, Outdoor Amenity Areas, Bike Storage
Facilities, and 23rd Floor Conference Center Room
(Tenant Amenities)**

I, _____ hereby request permission to use the Fitness Center, Locker Room, SkyDeck Lounge, Alleyway, Outdoor Seating, Bike Storage Facilities and 23rd Floor Conference Center Room ("Tenant Amenities"), located on level 19N, 23S, Building Exterior and parking levels G2 and G3 at Dominion Towers, located at 600 17th Street, Denver, CO together with any and all equipment, and other facilities located therein (the "Tenant Amenities"). I understand and acknowledge that the Tenant Amenities are not public facilities, but are for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by FSP 600 17th Street LLC C/O Hines GS Properties, Inc. ("Landlord") or its authorized representative to use the facilities, and who read and sign this **WAIVER AND RELEASE**. I understand that the Tenant Amenities shall be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representative who may be present at any time in the Tenant Amenities are not trained or authorized to provide health, fitness, medical assistance or advice. I understand and acknowledge that there are risks inherent with vigorous exercise, weight training, or other activities customarily undertaken at the Tenant Amenities and with the use of the pool, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Tenant Amenities without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge that any safety equipment needed and/or required by law are to be provided by me.

I further understand and acknowledge that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including in the State where the Tenant Amenities are located. I acknowledge that the Centers for Disease Control and Prevention ("CDC") has advised that COVID-19 is transmitted mainly from person-to-person, including through respiratory droplets, and may be spread by people who are not showing symptoms. Accordingly, I understand that there is an inherent risk of exposure to COVID-19 through use of the Tenant Amenities. I certify that I will not enter the Tenant Amenities if I have tested positive for COVID-19 within the last thirty (30) days or been exposed to someone that has tested positive for COVID-19 or is believed to have contracted COVID-19 within the last thirty (30) days, nor will I enter the Tenant Amenities if I have any of one of the following known symptoms of COVID-19: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

I HEREBY ASSUME ALL OF THE RISKS OF USING THE TENANT AMENITIES AND THE EQUIPMENT THEREIN, INCLUDING THE RISKS OF COVID-19 EXPSOURE. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE TENANT AMENITIES, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE AGAINST LANDLORD, AND ITS SUCCESSORS, ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, OWNERS, MANAGERS, TENANTS, OR CONTRACTORS (COLLECTIVELY, "LANDLORD PARTIES") FOR ANY AND ALL LOSSES, COSTS, EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, DAMAGES, OR LIABILITIES WHATSOEVER OF ANY NATURE, INCLUDING PROPERTY DAMAGE, LOSS OR THEFT, BODILY INJURY OR DEATH RELATED TO COVID 19 OR OTHERWISE, ARISING OUT OF (i) MY USE OF THE TENANT AMENITIES, (ii) THE NEGLIGENCE OR OTHER ACTS OF THE LANDLORD PARTIES, WHETHER DIRECTLY CONNECTED TO MY USE OF THE TENANT AMENITIES OR NOT, AND HOWEVER CAUSED, OR (iii) THE CONDITION OF THE TENANT AMENITIES. FURTHER, I AGREE TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE, THE LANDLORD PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY USE OF THE TENANT AMENITIES, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A LANDLORD PARTY.

I also agree that my use of the Tenant Amenities shall be in accordance with the Rules and Regulations attached

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hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and I agree to follow CDC guidelines for minimizing the risk of COVID-19 spread, including maintaining appropriate physical distance from other persons, hand washing, cleaning and disinfecting, and following local ordinances regarding the use of gyms or other public spaces. I further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord at the Tenant Amenities. I agree that my failure to use the Tenant Amenities in accordance with the Rules and Regulations or as directed by such agents or representatives at the Tenant Amenities may result in the permanent loss of my privileges to use the Tenant Amenities. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Signed: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

Sex: M or F

Dominion Towers
Fitness Center, Locker Room and Bike Storage Facilities
Rules and Regulations

1. Use of the Tenant Amenities is limited to tenants of Dominion Towers only. No guests are allowed.
2. You may not use the Tenant Amenities unless you have read, understood and signed the Waiver and Release of Claims arising out of use of the any of the Tenant Amenities.
3. The hours of the Tenant Amenities are Monday through Friday, 6 a.m. – 11:00 p.m. (Bike Storage and Fitness Center); Monday through Friday, 7:00 a.m. until 4:00 p.m. (Sky Deck Lounge/Alleyway)
4. Do not bring food or drinks into the Fitness Center, Locker Rooms and Bike Storage Facilities (other than water bottles).
5. Wear shirts, appropriate shorts or sweat pants and athletic shoes when using the Fitness Center.
6. Please do not enter the Tenant Amenities with oil or grease on your shoes.
7. Bring a towel when using the equipment to wipe off your perspiration when using the Fitness Center
8. Observe the 60-minute maximum on bikes and treadmills, and 30-minutes when others are waiting.
9. Return all weights and exercise balls to the racks after use.
10. IMPORTANT: do not use equipment unless you fully understand written instructions on proper use.
11. To protect your belongings, use a lock to secure them in a locker while you are using the Tenant Amenities. Locks left overnight may be removed by the building management. Neither Landlord nor building management will be responsible for any personal property left within the Tenant Amenities, including any items stored in lockers.
12. Report any injuries or problems immediately to building management.
13. Offensive behavior of any kind will NOT be tolerated in the Tenant Amenities. You may be removed from the Tenant Amenities for any such behavior and multiple instances of offensive behavior may result in the permanent loss of use of the Tenant Amenities. Any behavior you feel is inappropriate should be reported to building management immediately.
14. Adhere to all posted rules and warnings.
15. When required in accordance with local public health ordinance, masks will be required when using the Tenant Amenities.

The Tenant Amenities are for the enjoyment of all Dominion Towers tenants and their employees. Please assist us in maintaining these facilities' cleanliness by disposing of all trash in the receptacles provided. Please report any problems immediately to the building management.

Signed: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

Sex: M or F

**Dominion Towers - SkyDeck Lounge
Rules and Regulations**

1. Floor 19N will remain on card access only.
2. The SkyDeck will be available for tenant use each weekday from 6:00am – 3:00pm. The deck may remain open after 3 p.m. unless there is a private event scheduled.
3. The SkyDeck may be reserved for private events. Reservations can begin as early as 3:00pm.
 - A \$65 per hour fee will be assessed if additional cleaning service is required for private events.
 - Before scheduling a caterer, please verify that they meet our insurance requirements.
 - If Alcohol is served, a fee may be assessed for additional security for large parties.
4. Smoking is prohibited. No open flames allowed.
5. No throwing of items, spitting, or otherwise allowing anything over the perimeter glass.
6. No alcohol is allowed without prior approval from Building Management. Approval will be granted only to caterers meeting specific requirements.
7. No glass is allowed.
8. Umbrellas must remain attached to their base. Only Building Management Staff are permitted to remove umbrellas.
9. Tethered furniture must remain tethered at all times.
10. Loud music is not permitted.
11. All waste must be disposed of in proper containers.
12. When required in accordance with local public health ordinance, masks will be required when using the Tenant Amenities.

Signed: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

Sex: M or F



*The Tenant Amenities are for the enjoyment of all Dominion Towers tenants and their employees.
Please assist us in maintaining these facilities' cleanliness by disposing of all trash in the receptacles provided.*