

American Asset Corporation
3700 Arco Corporate Dr., Suite 115
Charlotte, NC 28273
704-295-4067

RELEASE OF LIABILITY

MOODY LAKE CORPORATE CENTER MASTER ASSOCIATION, INC. (the ‘Association’) has established the Whitehall Fitness Center (the ‘Center’) for the use and enjoyment by its members and their tenants. In consideration of my permission to use the Center, I hereby freely agree to and make the following contractual representations and agreements:

I am fully aware of the risks that are associated with physical fitness activity, and having read and understood the contents of this document, I agree and consent to the provisions contained herein.

In consideration of my being permitted to utilize the facility known as the *Center*, I agree, for myself and my heirs, executors, administrators, to release, hold harmless and keep indemnified the owners of the Building in which the *Center* is located, the Association, American Asset Corporation as manager of the Center and their respective managers, members, officers, directors and shareholders, from and against any claim, demand, investigation, proceeding, action, suit, judgment, award, fine, lien, loss, damage, expense, charge or cost of any kind or character and liability (including reasonable attorneys’ fees and court costs) arising out of, in connection with, or directly or indirectly arising out of my use of the *Center*. It is understood and agreed that this statement is to including any claims resulting from the alleged negligence (including gross negligence) of any person or entity released hereby.

I understand that the management of the *Center* claims no special expertise in equipping and managing fitness centers, but has undertaken to provide this facility and equipment at the request of and for the use and enjoyment of the Association’s members, their tenants and employees. I further understand that the equipment is not routinely inspected and no professional staff supervises the facility. ***I understand that all physical fitness activities involve risks and personal injury. I agree that my use of the Center and its equipment is solely at my own risk, and I hereby voluntarily assume all risk of loss, damage, injury and theft.***

I agree to abide by all rules adopted for use of the *Center*, and I understand that use by anyone who is not an employee of a tenant and signed this Release of Liability is strictly prohibited.

I understand and agree that I am solely responsible for the loss or theft of my personal property I bring into the *Center* or locker rooms.

I further understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization; COVID-19 is extremely contagious and believed to spread mainly from person-to-person contact. Federal, state and local health agencies recommend social distancing and face coverings to reduce the risk of exposure. I acknowledge the *Center* is not able to guarantee I will not be at risk of contracting COVID-19. Further, I understand that using the *Center* increases my risk of contracting COVID-19.

By signing this Release of Liability, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of exposure or infection of COVID-19 by attending the *Center* and that such exposure of infection may result in personal injury, illness, permanent disability and death. I understand that the risk of becoming exposed or infected by COVID-19 at the *Center* may result from actions, omissions or negligence of myself and others, including, but not limited to, *Center* employees or management and other *Center* members.

This Release of Liability may be executed using an electronic signature, delivered via facsimile, email or other means of electronic transmission, and stored via any means of electronic storage and shall be deemed to have the same legal effect as an original handwritten signature, original delivery and original, paper storage, as applicable and the same shall be enforceable against me in all respects.

Signed and sealed, this _____ day of _____, 20_____.

Signature _____

Print Name _____

Employer _____

Address & Suite Number _____

Witness _____

Fob/Badge # _____

Employee Business Phone #/email: _____