



Fitness Center Waiver Agreement

I, _____, an employee of _____, a Tenant located in Suite _____ of _____ ("Building") which is owned by Highwoods Properties ("Owner"), wish to make use of the fitness center facilities and equipment ("Fitness Center") located in the Building. In connection with my use of the Fitness Center, I understand, acknowledge and agree to the following:

1. The Owner of the Building is making the Fitness Center available only to tenants of the Building and their employees who have signed a Fitness Center Waiver Agreement – NO GUESTS, FAMILY MEMBERS, CHILDREN OR ANIMALS ARE PERMITTED TO USE THE FITNESS CENTER.
2. My use of the Fitness Center is at my own risk. Specifically, but not by way of limitation, my use of the Fitness Center is at my own risk with regard to the Covid-19 virus and the possibility of contracting or spreading the Covid-19 virus in the Fitness Center. I understand that the Fitness Center will not be staffed by personnel at any time.
3. The Owner will not provide any instruction, supervision or direction regarding the use of the Fitness Center. The Owner may make available, upon request, materials supplied by the manufacturer of equipment in the Fitness Center, but the Owner is not required to maintain or provide such materials, and I agree that the Owner will not be held liable or responsible in any way for the contents of or any omissions from such materials. I will not use any piece of equipment in the Fitness Center with which I am not thoroughly familiar and which I do not know how to operate.
4. The Owner has advised me to obtain a medical examination prior to utilizing any of the facilities and equipment in the Fitness Center, and I accept full responsibility for my medical and physical fitness to use those facilities and equipment.
5. I am solely responsible for the security and safety of my personal property while using the Fitness Center.
6. The Owner shall have the right from time to time, to establish rules and regulations governing the use and enjoyment of the Fitness Center and I agree to comply with such rules and regulations. Specifically, but not by way of limitation, I hereby agree that I will follow all rules and regulations established by Owner related to the Covid-19 virus, which rules may include, but may not be limited to: (a) the manner of use and cleaning of equipment in the Fitness Center, (b) the wearing of a mask while using the Fitness Center, (c) the prohibition on use of any showers or changing rooms which may otherwise be available in the Fitness Center, or (d) any other rule or regulation instituted by Owner and posted within the Fitness Center.
7. The Owner has the right at any time to close the Fitness Center, either temporarily or permanently.
8. The Owner has the right to deny me access to the Fitness Center if I fail to comply with the rules and regulations governing the Fitness Center or the terms of this Agreement.

I agree that the Owner and its employees and agents shall not be held liable or responsible in any way if I am injured, if I contract the Covid-19 virus, or if my personal property is damaged or stolen while I am using the Fitness Center or any facilities or equipment in the Fitness Center, regardless of whether such injuries, damages or losses are caused by or result from any negligence on the part of the Owner or its employees or agents. Also, I agree to

indemnify and hold the Owner and its employees and agents harmless from any and all losses, lawsuits, claims or damages, including costs and attorney's fees, and including those related to Covid-19, arising out of or resulting from my use of the Fitness Center, or arising out of or resulting from the use of the Fitness Center by any unauthorized person whom I permit to use the Fitness Center.

I understand that the Owner is relying upon this Waiver Agreement in permitting me to use the Fitness Center, and that this Waiver Agreement shall remain in effect so long as I utilize the Fitness Center. I further agree that I will not allow any unauthorized person to use my access card to the Fitness Center.

SIGNATURE

WITNESS

Access Card #