

American Asset Corporation
5950 Fairview Road, Suite 800
Charlotte, NC 28210
(704) 295-4004

RELEASE OF LIABILITY

FAIRVIEW PLAZA BUILDINGS, LLC (the ‘Owner’) has established the Fairview Fitness Center (the ‘Center’) for the use and enjoyment by its tenants and their employees. 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 Owner, 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 Owner’s 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: _____

FAIRVIEW PLAZA FITNESS CENTER

Fairview Plaza Buildings, LLC
5950 Fairview Road, Suite 18
Charlotte, NC 28210

The facility is for the use of tenants of Fairview Plaza only.

The hours of operation are as follows:

MONDAY – FRIDAY

6:00 AM UNTIL 7:00 PM

FITNESS CENTER WILL BE CLOSED ON WEEKENDS AND HOLIDAYS

The facility may or may not be attended; regardless, **you must exercise at your own risk.** The attached **RELEASE OF LIABILITY** must be completed, signed, and returned to us in order to use the Fitness Center. We will then authorize access to the Fitness Center using your Fairview Plaza building access card, which will activate the dock door entry of 5970 Fairview Road as well as the Fitness Center door. Please note that only the freight elevator goes to the lower level in 5970.

Men's and women's locker rooms include showers, lockers and towels. Locks must be provided by the individual using the Fitness Center. Due to the limited space of lockers, please remove all personal items from lockers after using the facility. **DO NOT LEAVE ITEMS IN LOCKER OVER NIGHT.** This will help accommodate others. As you will note in the attached **RELEASE OF LIABILITY**, neither Fairview Plaza Buildings, LLC nor American Asset Corporation is responsible for any personal property left in the Fitness Center or locker rooms.

If you have any questions or concerns, please call our office at 704-295-4080 or 704-295-4004.
