

**COVID-19 WARNING AND ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY
AND INDEMNITY AGREEMENT**

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I desire to voluntarily participate in the fitness center (the "Activities") at Tower 111 LLC, 885 6th Avenue New York, NY 10001.

In consideration for Tower 111 permitting me to participate in the Activities, I have agreed to execute this COVID-19 Warning and Acknowledgement of Risk, Release of Liability and Indemnity Agreement (the "Release").

I am 18 years or older, in good health and in suitable physical condition to participate in the Activities and am not under the influence of alcohol and/or any illicit or prescription drugs which would in any way impair my ability to understand this Release.

I acknowledge that my participation in the Activities involves the risk and danger of increased exposure to COVID-19 and/or becoming infected with COVID-19, which risk cannot be eliminated. Accordingly, **I UNDERSTAND THAT THE RISK OF CONTRACTING COVID-19 INCLUDES SICKNESS, EMOTIONAL DISTRESS AND/OR DEATH. I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH FULL KNOWLEDGE OF THIS INHERENT RISK AND DANGER AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISK OF SICKNESS, EMOTIONAL DISTRESS AND/OR DEATH.**

I, for myself, my heirs, successors, executors, personal representatives, and subrogor, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Tower 111 LLC** affiliates, and each of their respective affiliates, officers, directors, managers, members, shareholders, employees, agents, independent contractors or representatives (collectively, the "Released Party") from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any loss, injury, emotional distress, sickness and/or death to me as a result of my participation in the Activities whether such loss, injury, sickness, emotional distress and/or death results from the **ORDINARY NEGLIGENCE** of the Released Party or from some other cause. I, for myself, my heirs, successors, executors, personal representatives, and subrogor, further agree not to sue the Released Party as a result of any injury, sickness, emotional distress and/or death that may occur as a result of my participation in the Activities. This release is intended to be a comprehensive release of liability but is not intended to assert defenses that are prohibited by law.

In the event that any provision of this Release shall be held to be contrary to, or invalid under, the law of any country, state, or other jurisdiction, such illegality or invalidity shall not affect in any way any other provisions of this Release, all of which shall continue, nevertheless, in full force and effect. Any provision which is held to be illegal or invalid in any country, state, or other jurisdiction shall nevertheless remain in full force and effect in any country, state, or jurisdiction in which such provisions are legal and valid.

I acknowledge and agree that any disputes, including any legal action, arising out of my participation in the Activities, shall be brought exclusively in the state or federal courts located in New York County, State of New York, shall be governed by the laws of the State of New York and I submit myself to the jurisdiction of such courts for all such purposes.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS COVID-19 WARNING, ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT.

Today's Date _____

Name (Please print) _____ Dean Foster

Date of Birth _____ 12/4/1960 _____

Building Address _____ 885 Sixth Av. PH2A _____

Signature of Participant _____ <dean foster> _____

E-mail Address (optional) _____ dean@foster.net _____