

## **CARILLON EXERCISE FACILITY**

### **INFORMED CONSENT AGREEMENT AND WAIVER OF LIABILITY**

As a condition to, and in consideration of, my use of the fitness center, including the exercise and weight training equipment and shower/locker room facilities included therewith (collectively, the "Exercise Facility") located in the building having a street address of 227 West Trade Street, Charlotte, North Carolina 28202, I have agreed to execute this Informed Consent Agreement and Waiver of Liability (this "Release") for the benefit of KBSIII Carillon, L.P. ("Owner"), KBS Capital Advisors, LLC, and Hines Interests Limited Partnership, and each of their respective successors and assigns, and officers, directors, shareholders, partners, employees, and agents (collectively, "Owner Parties"). I hereby certify, covenant and agree as follows:

1. I am 18 years of age or older, in good physical condition and am able to use the facilities and equipment at the Exercise Facility. I am not aware that I have any medical condition or symptoms that would prevent me from participating in or increase my risk of health problems arising out of, activities or utilization of exercise equipment at the Exercise Facility. I have recently had a physical examination and have been given my physician's permission to use the equipment and facilities in the Exercise Facility.
2. I understand that the Exercise Facility is or may be unmanned and unsupervised during its hours of operation. I understand that Owner and Owner Parties do not have any expertise in the management or operation of a fitness and health facility, including without limitation (a) determining the effect of any specific exercise, (b) prescribing any exercise program or (c) instructing in the use of exercise equipment, and that no representations or warranties, express or implied, have been made by Owner or any Owner Parties with respect to the condition of the Exercise Facility or any of the equipment or facilities located therein, and any and all such representations and warranties are disclaimed by Owner and Owner Parties to maximum extent permitted by law. I also understand that neither Owner, nor any Owner Parties have any expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on such medical condition, and no representations to the contrary have been made to me. Notwithstanding the foregoing, I acknowledge that Owner or any Owner Parties may, but shall not be obligated to, administer first aid to me in the event that Owner and/or any Owner Parties shall deem an emergency to exist, and I hereby grant my permission to the administering of first aid in such circumstances and agree that I will be solely responsible for any medical costs and expenses which may arise as a result thereof.
3. I understand that my use of the Exercise Facility, including any equipment and/or the facilities located therein, presents the risk of physical injury or death, and/or of loss of or damage to my personal property. I ASSUME THIS RISK AND AGREE THAT MY USE THE EXERCISE FACILITY SHALL, AT ALL TIMES, BE AT MY OWN RISK. I, ON BEHALF OF MYSELF, MY HEIRS AND PERSONAL REPRESENTATIVES, HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE AND RELEASE OWNER AND ALL OWNER PARTIES FROM ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM OR SUIT WHATSOEVER (COLLECTIVELY, "CLAIMS") FOR ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO MY USE OF THE EXERCISE FACILITY OR THE EQUIPMENT AND FACILITIES LOCATED THEREIN. I SPECIFICALLY UNDERSTAND THAT I AM WAIVING AND RELEASING ANY CLAIMS I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR OTHER CONDUCT BY OWNER OR ANY OWNER PARTIES. I FURTHER AGREE TO AGREE TO INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OWNER PARTIES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS ARISING AS A RESULT OF MY USE OF THE EXERCISE FACILITY. THE FOREGOING WAIVER AND RELEASE INCLUDES, WITHOUT LIMITATION, ANY AND ALL CLAIMS FOR ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO THE PRESENCE OF ANY BACTERIA, VIRUS OR HARMFUL CONTAMINANTS IN THE FITNESS CENTER, AND THE CONTRACTION OF ANY DISEASE, ILLNESS OR OTHER HEALTH

CONDITION IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION, THE NOVEL CORONAVIRUS DISEASE COMMONLY KNOWN AS COVID-19.

4. I have received and read a copy of the current rules and regulations governing the use and hours of operation of the Exercise Facility and the equipment and facilities located therein, a copy of which is attached hereto, and I shall fully comply with all such rules and regulations, as they may be amended from time to time.
5. If any portion of this Release shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this Release shall remain in full force and effect and the invalid portion shall be enforceable to the extent permitted by law.

I UNDERSTAND THAT THIS IS AN IMPORTANT LEGAL DOCUMENT. I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY BEFORE SIGNING BELOW AND FULLY UNDERSTAND AND AGREE TO ITS CONTENTS.

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Suite No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Security Key Number

## **CARILLON EXERCISE FACILITY RULES AND REGULATIONS**

The individual signing the attached Release (hereinafter referred to as "Member") does hereby agree to the following terms, conditions, rules and regulations ("Rules and Regulations") governing the use of the Exercise Facility.

1. Admittance to the Exercise Facility is strictly limited to those people who are employed within the building and who have signed a waiver form. NO GUESTS/VISITORS are authorized to enter or use the Exercise Facility. Any unauthorized person using the Exercise Facility may be asked to leave by Owner. Any Member allowing guests, visitors or unauthorized personnel to gain access or use the Exercise Facility shall have his/her own privileges revoked.
2. Admittance to the Exercise Facility is only open to persons 18 years of age or older.
3. Member shall use the Exercise Facility solely for weight training and aerobic exercise on the equipment provided. Member shall not use the Exercise Facility so as to endanger his/her health and safety.
4. Proper attire is required in the Exercise Facility at all times. The minimum attire at the Exercise Facility shall be gym shorts, tee shirts, socks and tennis shoes. Sneakers, tennis shoes, or similar footwear and shirts must be worn at all times. Member must wear clean and appropriate attire when in transit to and from the Exercise Facility.
5. No food or beverages (other than water) are permitted in the Exercise Facility. Smoking or any consumption of tobacco products is strictly prohibited in the Exercise Facility.
6. The lockers in the shower and locker facilities located in the Exercise Facility are available on a first come, first serve basis and are for use during workout sessions only. Members must clean out their locker when they are finished using the Exercise Facility. Member shall not leave any litter, trash, debris, or any other articles of personal property at the Exercise Facility, including without limitation, soap, shampoo, combs, etc. Items cannot be stored in lockers overnight or any time Member is not using the Exercise Facility. Locks left on lockers overnight may be removed by Owner by any means necessary. Any items left in the Exercise Facility may be disposed of by Owner at Member's cost. Owner is NOT RESPONSIBLE for items lost, stolen, or left in the Exercise Facility, or disposed of by Owner.
7. Each Member shall be liable for any property damage and/or personal injury at the Exercise Facility. Any damage to equipment or other property in the Exercise Facility caused by Member shall be paid by Member.
8. Member shall immediately report to Owner any injuries occurring in the Exercise Facility or in the event they discover any unsafe or hazardous defect or condition relating to the Exercise Facility or the equipment therein.
9. Equipment is only to be used in the manner it is intended. All equipment is on a first-come, first-served basis, however, there is a 30-minute time limit on all cardio equipment; please be considerate of others who are waiting.
10. Radios, CD players or other personal audio devices must be used with headphones only.
11. Member must use towels to clean all equipment after Member is finished using the equipment. Any towels provided by Owner must be left in the Exercise Facility in the marked receptacles.
12. Any conduct which unreasonably interferes with the use or enjoyment of the Exercise Facility or the equipment by other Members, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Exercise Facility or the equipment therein is strictly prohibited.

13. Access to the Exercise Facility is by pre-authorized magnetic access card only during the posted hours of operation. Owner reserves the right to modify the hours of operation at any time in Owner's sole discretion. If there should be changes in the hours of operation, they will be posted in the Exercise Facility.

14. Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited in the Exercise Facility.

15. Without any prior notice being required, Owner reserves the right to close all or any portion of the Exercise Facility for any period of time due to an act of God, governmental restriction, labor problems, inability to obtain utilities, supplies, equipment or materials or for any other reason whatsoever. Owner may alter the Exercise Facility in any way it deems desirable and may restrict the use of the Exercise Facility to permit its maintenance, repair or alteration.

16. Member acknowledges and agree that Member's right to use the Exercise Facility is subject to termination at the sole discretion of Owner. In the event that Owner shall engage an attorney in connection with any termination by Owner of Member's privileges to use the Exercise Facility because of damage to the Exercise Facility by Member or the violation of Member of any of these Rules and Regulations (as the may be amended), Member shall pay all attorneys' fees and costs incurred by Owner in connection therewith.

17. These Rules and Regulations shall be considered part of the Release and the Member's use of the Exercise Facility shall be governed hereby. Owner reserves the right, exercisable in Owner's sole and absolute discretion, to amend or add to the Rules and Regulations, or to adopt new Rules and Regulations. A posted note in the Exercise Facility shall be deemed proper notice to all Members of any amendments or additions to these Rules and Regulations.

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Suite No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Security Key Number