

WAIVER OF LIABILITY FOR BUILDING AMENITIES

In consideration for being permitted to utilize the building amenities (the "Building Amenities") at 1-3 Center Plaza, Boston, Massachusetts (the "Building"), which Building Amenities may or may not include fitness/shower/locker room facilities, bike room facilities, game room facilities, conference room facilities, and other areas and facilities located in and about the Building that are provided for the general non-exclusive use and convenience of tenants and other occupants of the Building, the undersigned hereby certifies to SHIGO Center Plaza Owner, LLC ("Owner") and Synergy Financial LLC ("Synergy" or "Owner's Managing Agent") as follows:

1. No Representations or Warranties; Obligation to Inspect. I acknowledge and agree that neither Owner nor Owner's Managing Agent have made any representations or warranties about the Building Amenities or the equipment located therein. I agree that, prior to the use of the Building Amenities and the equipment located therein, I will inspect the same. If I believe any items to be unsafe, (a) I will immediately notify Synergy of the items that I believe to be unsafe, and (b) I will not use the items that I believe to be unsafe.
2. Assumption of Risk; Consent to Medical Treatment. I acknowledge and agree that the Building Amenities are unstaffed, and that neither Owner nor Owner's Managing Agent are required to provide training for the Building Amenities, or the equipment located therein, or medical treatment in the event that I am injured using the Building Amenities or the equipment located therein, and I assume this risk voluntarily. In the event that I am injured using the Building Amenities or the equipment located therein, and Owner or Owner's Managing Agent provides me with medical treatment in response thereto, I hereby (a) consent to such medical treatment, and (b) acknowledge and agree that I am responsible for any and all costs and expenses resulting from such medical treatment, including but not limited to emergency medical assistance.
3. Personal Property. I acknowledge and agree that neither Owner nor Owner's Managing Agent assumes any responsibility for, and shall not be liable for, any damage, loss, or theft (of any nature whatsoever) to or of any personal property located in or about the Building Amenities.
4. No Guest Policy. I acknowledge and agree that the Building Amenities are provided for the general non-exclusive use and convenience of tenants and other occupants of the Building, and that (a) inviting family, friends, or guests to use the Building Amenities is strictly prohibited, and (b) sharing Building access cards to access the Building Amenities is strictly prohibited, and I covenant and agree not to engage in such activities.
5. COVID-19 and Other Health-Related Concerns. I hereby certify to Owner and Owner's Managing Agent that I am physically and mentally capable of using the Building Amenities and the equipment located therein, and further that:
 - a. I do NOT currently have any symptoms of COVID-19. As used herein, "symptoms" means:
 - i. Fever or chills
 - ii. Cough
 - iii. Shortness of breath or difficulty breathing

- iv. Fatigue
 - v. Muscle or body aches
 - vi. Headache
 - vii. New loss of taste or smell
 - viii. Sore throat
 - ix. Congestion or runny nose
 - x. Nausea or vomiting
 - xi. Diarrhea
- b. I do NOT currently have a fever of 100.4°F or higher or feel feverish.
- c. I am NOT currently undergoing evaluation for SARS-CoV-2 infection.
- d. I have NOT received a diagnosis of SARS-CoV-2 infection in the past 10 days.
- e. I have NOT had close contact with someone with SARS-CoV-2 infection in the past 14 days. As used herein, “close contact” means: Someone who has been within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period (for example, three individual 5-minute exposures for a total of 15 minutes in one day).
- f. I hereby certify to Owner and Owner’s Managing Agent that my answers to the above-listed COVID-19 screening questions are truthful and complete. Further, I hereby acknowledge and agree that by using the Building Amenities and the equipment located therein, such certifications shall be deemed to be continuing and re-made each and every time I use the Building Amenities and the equipment located therein for the duration of such use without the need for further writing.
- g. I hereby certify to Owner and Owner’s Managing Agent that I will follow all Building rules and regulations when using the Building Amenities, including but not limited to any Building rules and regulations specific to COVID-19, such as practicing social distancing and wearing a face covering.
- h. I acknowledge that, due to the highly contagious nature of SARS-CoV-2, my use of the Building Amenities and close proximity to other persons may increase my risk of exposure to SARS-CoV-2, and I assume this risk voluntarily.
- i. To the maximum extent enforceable by law, I hereby release Owner, Owner’s Managing Agent, and their respective members, managers, partners, shareholders, officers, directors, agents, employees and contractors (collectively, “Owner’s Parties”) from any and all claims, demands, damages, rights, liabilities, and causes of action of any nature whatsoever which are related or in any manner incidental to my use of the Building Amenities and the equipment located therein, including but not limited to receiving a diagnosis of SARS-CoV-2 infection stemming from my use of the Building Amenities and the equipment located therein.
- j. To the maximum extent enforceable by law, I covenant and agree to exonerate, indemnify, defend, protect and save Owner, Owner’s Managing Agent, and Owner’s Parties from and against any and all claims, demands, expenses, losses, suits and damages (including reasonable

attorneys' fees) which are related or in any manner incidental to (i) my use of the Building Amenities and the equipment located therein, or (ii) my breach of any representation, certification, covenant, agreement, or other term contained herein.

k. In the event that I (i) develop any symptoms of COVID-19, (ii) undergo evaluation for SARS-CoV-2 infection, or (iii) receive a diagnosis of SARS-CoV-2 infection, I or my company/employer will immediately notify Synergy of such fact at the following email address: tenantservices3620@synergyboston.com, and I will not use any of the Building Amenities until authorized to do so by Owner or Owner's Managing Agent.

6. Acknowledgment of Waiver. I have carefully reviewed this Waiver of Liability for Building Amenities, and understand the terms and conditions set forth herein. My signature below signifies that I am entering this Waiver of Liability for Building Amenities of my own free will and with full understanding of the terms and conditions set forth herein. This Waiver of Liability for Building Amenities shall remain in full force and effect for the duration of my use of the Building Amenities and the equipment located therein. This Waiver of Liability for Building Amenities shall be binding upon my heirs, legal guardians, and personal representatives.

7. The Owner reserves the right to deny access to the Facilities to anyone who fails to comply with the terms of this Waiver.

Signature: _____

Printed Name: _____

Company/Employer: _____

Access Card #: _____

Telephone Number (if we need to reach you): _____

Email Address (if we need to reach you): _____

Date: _____

Thank you for helping Synergy maintain a safe environment for our tenants and guest