

TOWERS AT PARK CENTRAL PICKLEBALL LOUNGE & FITNESS CENTER WAIVER & RELEASE

As of the date identified below, I state and acknowledge the following:

I am an on-site employee of the below named company at The Towers at Park Central (consisting of the buildings located at 12750, 12770, & 12790 Merit Drive, Dallas, Texas 75251) (collectively the “Project”), which is owned by MCM Park Central Dallas I, LLC and MCM Park Central Dallas II, LLC (collectively, the “Project Owner”) and managed by Morning Calm Management, LLC (the “Manager”), and I am hereby authorized by my employer to use the fitness center (the “Fitness Center”) and pickleball lounge (the “Pickleball Lounge”) located in the Park Central 9 building of the Project (the “Facilities”).

I will not permit the use of the Facilities by any other person. I am at least 18 years of age and assume full responsibility for my use of the Facilities at my sole risk and shall abide by the rules and regulations for the use of the Facilities that are in effect from time to time.

Any and all employees or agents of the Manager and the Project Owner who may be present at any time in the Facilities are not trained or authorized to provide health, fitness or medical assistance or advice. Audio devices will only be used with headphones. I pledge not to use any equipment in a manner that isn't its primary intended purpose or in any way that could be deemed inappropriate or potentially harmful. I understand that I cannot store my personal items in the Facilities overnight. Any items left overnight may be removed and discarded by the Manager. The Project Owner and Manager will not be responsible for any lost or stolen items.

Fitness Center Rules:

I understand that the Fitness Center shall be available on a first-come, first-served basis each day and will be unmanned and unsupervised.

Pickleball Lounge Rules:

I understand that the Pickleball Lounge shall be available for “open play” Monday through Friday between the hours of 6:00 A.M. and 8:00 P.M. and will be unmanned and unsupervised. Guests will follow the “stacking” policy when more than 4 people are waiting to play. More information on “stacking” is located in the Pickleball Lounge. Hours and availability of the Pickleball Lounge are subject to change and may be reserved by the Manager for tenants or private events at its sole discretion.

I further understand that there are significant risks involved in all aspects of fitness and sports-related activities. These risks include, but are not limited to, germs and diseases; falls which can result in serious injury or death; injury or death due to negligence on the part of myself, fellow attendees, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and/or others. I willingly and voluntarily assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

I willingly and voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at, and use of, the Facilities. I, for myself, my heirs and representative, hereby release, waive, discharge and hold harmless the Manager and the Project Owner and its employees and agents and their respective partners, members, directors, officers, employees, agents, successors, assigns (the “Released Parties”) from any and all liability and cost of defense (including attorneys’ fees) arising from any injury to me (including death), damage to, loss of, or theft of my property or any other injury, loss or damage occurring in the Facilities or resulting in any manner from the use thereof. All indemnities, releases and obligations to defend contained in this paragraph will be enforced to the fullest extent permitted by applicable law

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for the benefit of the applicable beneficiary thereof, even if the applicable claim is caused by the active or passive negligence or sole, joint concurrent or comparative negligence of such beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such beneficiary, but will not be enforced to the extent that a court of competent jurisdiction holds in a final judgement that a claim is caused by willful misconduct or gross negligence of such beneficiary.

Signature: _____

Printed Name: _____

Employer: _____

Date: _____

Access Card Number: _____

Locker Room Access: (please check one) ☐ MALE ☐ FEMALE