

WAIVER OF LIABILITY

THIS WAIVER OF LIABILITY (this “*Waiver*”) is dated May ___, 2021 and is made by the undersigned (the “*Occupant*”).

RECITALS

WHEREAS, the Occupant desires to utilize the fitness center (the “*Premises*”) on the **B1/ CONCOURSE LEVEL** of that certain building located at **1800 M STREET, NW, WASHINGTON, DC 20036** solely for the purpose of utilizing the fitness equipment and facilities located at the Premises (the “*Activity*”); and

WHEREAS, as a condition to engaging in the Activity, the owner of the Premises (the “*Owner*”) is requiring the Occupant to execute this Waiver.

NOW, THEREFORE, the Occupant hereby agrees to the following:

1. Recitals. The recitals set forth above are hereby incorporated herein as if set forth in full in the body of this Waiver.

2. Acknowledgements. The Occupant hereby acknowledges the following:

(a) The Occupant is eighteen (18) years old or older and is fully competent to sign this Waiver.

(b) The Occupant is aware of the highly contagious nature of Coronavirus Disease 2019 (COVID-19) or other infectious diseases (individually, a “*Disease*”, and collectively, the “*Diseases*”) and the risk that the Occupant may be exposed to or contract a Disease by engaging in the Activity, including, being in close proximity to other occupants and being subject to exposure to individuals who are symptomatic or asymptomatic carriers of a Disease.

(c) The exposure to or infection with a Disease may result in serious illness, personal injury, permanent disability, or death. The risk may result from or be compounded by the actions, omissions, or negligence of others, including the Owner.

(d) The Owner cannot prevent the Occupant from becoming exposed to, contracting, or spreading a Disease while utilizing the Premises. The Occupant’s physical presence at the Premises may increase the Occupant’s risk of contracting a Disease.

(e) Prior to each occurrence of utilizing the fitness equipment and facilities located at the Premises or otherwise accessing the Premises, the Occupant hereby confirms, and shall be deemed to confirm, that statements (i) – (iv) of this Section are true. If any of the following statements are not true, the Occupant shall refrain from participation or utilization until all statements are true: (i) Occupant is in good health and in proper physical condition; (ii) Occupant is not experiencing symptoms of any Disease (such as a cough, shortness of breath, or fever); (iii) Occupant does not have a confirmed or suspected case of any Disease; and (iv) Occupant has not come in contact in the last ten (10) days with a person who has been confirmed to have a Disease, suspected to have a Disease, or directed to self-quarantine.

(f) The Occupant understands that the Centers for Disease Control and Prevention and the District of Columbia have issued guidance documents and restrictions related to minimizing the exposure of COVID-19 in the workplace (collectively, the “**Guidance Documents**”).

(g) The Occupant acknowledges that the Occupant has reviewed the Guidance Documents.

3. Assumption of Risk. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASES, THE OCCUPANT IS VOLUNTARILY ENGAGING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. THE OCCUPANT AGREES TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH OR DAMAGE RELATED TO THE DISEASE ARISING FROM THE OCCUPANT ENGAGING IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, RISKS ARISING FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHERS, INCLUDING THE OWNER (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE OWNER PARTIES (AS DEFINED BELOW)).

4. Conditions to Use of Premises.

(a) The Owner has implemented rules and regulations relating to the use of the Premises titled “COVID Re-Entry Procedures” and may implement further preventative measures with the purpose of reducing the spread of a Disease (the “**Purpose**”). The Occupant agrees to abide by any conditions or restrictions imposed by the Owner upon the Occupant’s engagement in the Activity in connection with fulfilling the Purpose.

(b) The Occupant shall comply with applicable state and local requirements and guidelines in regards to wearing a face covering when inside the Premises.

(c) The Occupant shall stay at least six (6) feet away from any other person while at the Premises.

(d) The Occupant shall use hand sanitizer and/or wash the Occupant’s hands before and after entering the Premises and before and after using any other facility or restroom during the Occupant’s engagement of the Activity.

(e) If, at any time during the Occupant’s presence on the Premises, the Occupant believes that the conditions at the Premises are unsafe or is experiencing symptoms of a Disease, the Occupant shall immediately cease its engagement in the Activity and shall vacate the Premises.

(f) The Occupant shall comply with all federal, state, and local laws, orders, directives and guidelines applicable to the Occupant’s use of the Premises, including, but not limited to, requirements related to hand sanitization, social distancing, and the use of face coverings and safety equipment.

5. Waiver. The Occupant hereby forever releases and waives the Occupant’s right to bring suit against the Owner and its owners, officers, directors, managers, officials, trustees,

agents, employees or other representatives (collectively, the “**Owner Parties**”) in connection with the Occupant’s use of the Premises relating to any claim arising from or attributable to the exposure, infection and/or spread of a Disease related to the Occupant’s use of the Premises (“**Disease-Related Claim**”). The Occupant understands that this waiver means that the Occupant is relinquishing its right to bring any Disease-Related Claim relating to the Occupant’s engagement in the Activity and use of the Premises , including Disease-Related Claims for personal injuries, death, disease, or any other loss, including, but not limited to, claims of negligence, and is relinquishing any claim the Occupant may have to seek damages, whether known or unknown, foreseen or unforeseen; provided that this release shall not apply to claims of gross negligence or willful misconduct of any of the Owner Parties. The Occupant covenants not to make or bring any such Disease-Related Claim relating to the Occupant’s engagement in the Activity and use of the Premises against any of the Owner Parties and forever releases and discharges the Owner Parties from liability under such claims.

6. Entire Agreement. This Waiver shall supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter contained herein.

7. Severability. If any term or provision of this Waiver is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction.

8. Binding Nature. This Waiver is binding on the Occupant, its heirs, successors and assigns and anyone claiming for or through the Occupant, and shall inure to the benefit of the Owner Parties and their respective successors and assigns.

9. Choice of Law. All matters arising out of or relating to this Waiver shall be governed by and construed in accordance with the internal laws of Washington, DC without giving effect to any choice or conflict of law provision or rule.

[Remainder of page left blank intentionally. Signature page follows.]

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER, FREELY AND KNOWINGLY ASSUME THE RISK, WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE, AND AGREE TO COMPLY WITH THE CONDITIONS DESCRIBED ABOVE.

OCCUPANT:

Signature: _____

Print Name: _____

Date: _____