

## RELEASE AGREEMENT (COVID-19)

**THIS RELEASE AGREEMENT (COVID-19)** (this “*Agreement*”) is dated May \_\_\_, 2021 and is made by the undersigned (“*Tenant*”).

**WHEREAS, 1800 M STREET OWNER, LP, a Delaware limited partnership (“Landlord”),** is the owner of that certain real property commonly known as **1800 M STREET, NW, WASHINGTON, DC 20036** (the “*Property*”);

**WHEREAS,** Landlord and Tenant have entered into a lease agreement (as amended, the “*Lease*”) for the use and occupancy of certain premises within that certain building located at the Property (the “*Building*”);

**WHEREAS,** Tenant desires to use, and, to the extent permitted under the Lease, permit certain agents and employees (“*Tenant’s Employees*”) to use the fitness center (the “*Fitness Facility*”) located within the Building;

**WHEREAS,** the World Health Organization, an agency of the United Nations, and the Centers for Disease Control and Prevention, a federal agency of the United States of America, have recognized the proliferation of Coronavirus Disease 2019 (COVID-19) (the “*Disease*”) as a global pandemic;

**WHEREAS,** Tenant acknowledges and understands that exposure to the Disease may result in serious illness, personal injury, disability or death, and Landlord cannot prevent Tenant or any of Tenant’s Employees from becoming exposed to, contracting or spreading the Disease while Tenant or any of Tenant’s Employees utilize the Fitness Facility;

**WHEREAS,** notwithstanding the dangers posed by the Disease, Tenant has requested that Landlord grant Tenant and Tenant’s Employees access to the Fitness Facility; and

**WHEREAS,** as a condition to Landlord granting Tenant and Tenant’s Employees access to the Fitness Facility, Landlord is requiring Tenant to execute this Agreement and each of Tenant’s Employees to execute a Waiver of Liability, the form of which has been provided to Tenant prior to the date of this Agreement.

**NOW, THEREFORE,** Tenant hereby agrees as follows:

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

2. Release. Tenant hereby forever releases and waives Tenant’s right to bring suit against Landlord and its owners, officers, directors, managers, officials, trustees, agents, employees or other representatives (collectively, the “*Released Parties*”) in connection with any claim arising from or attributable to the exposure, infection and/or spread of the Disease related to the use of any portion of the Fitness Facility (“*Disease-Related Claims*”) by Tenant or any of Tenant’s Employees, except for those claims arising out of gross negligence or willful misconduct of any of the Released Parties. Tenant understands that this release means that Tenant is relinquishing its right to bring any Disease-Related Claims arising from the use of any portion of the Fitness Facility by Tenant or any of Tenant’s Employees, 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 Tenant 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 Released Parties. Tenant covenants not to make or bring any such Disease-Related Claim against any of the Released Parties arising or attributable to the use of any portion of the Fitness Facility by Tenant or any of Tenant's Employees and forever releases and discharges the Released Parties from liability under such claims.

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

4. Binding Nature. This Agreement is binding on Tenant, its heirs, successors and assigns and anyone claiming for or through Tenant, and shall inure to the benefit of the Released Parties and their respective successors and assigns.

5. Choice of Law. All matters arising out of or relating to this Agreement 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.]*

**IN WITNESS WHEREOF**, the undersigned has executed this Agreement as of the date first written above.

**TENANT:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: