

**1800 M STREET  
AGREEMENT FOR TENANT USE OF FITNESS CENTER**

IN CONSIDERATION of being permitted to utilize the 1800 M Street Fitness Facility (hereafter "Fitness Facility") for the purpose of using the exercise equipment located therein and health related facilities and services, I agree, on behalf of myself, my personal representatives, assigns, heirs, and next of kin, to the following:

1. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT TO NOT SUE the owners of the Fitness Facility (the "Owners"), their agents, employees, contractors and all other personnel providing services on the premises, (individually and collectively referred to as the "Released Parties"), from any and all liability to me, my personal representatives, assigns, heirs, and next of kin for any and all claims, demands, obligations, losses, expenses, costs or damages on account of injury to me or my death, or damage to or loss of or to any of my property, at any time now or in the future, arising out of the use of the Fitness Facility or while I am in the Fitness Facility premises from any cause whatsoever, even if caused by the negligence of the Released Parties (excepting only the gross negligence of the Released Parties) (individually and collectively, the "Released Matters"). I voluntarily and knowingly assume the risk of all such injury, death, damage, expense, claim or loss.
2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS AND DEFEND (with counsel agreed to by the Released Parties), the Released Parties, and each of them, from any and all claims, demands, obligations, losses, liability, obligations, damages, costs or expenses, including but not limited to attorneys' fees, which the Released Parties may incur related to any Released Matters. I HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS THE COVERED PARTIES FROM ANY CLAIM OR LAWSUIT BY ME, MY FAMILY, ESTATE, HEIRS OR ASSIGNS, ARISING OUT OF OR RELATING TO MY USE OF THE FITNESS FACILITY OR ANY EQUIPMENT THEREIN, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING BEFORE, DURING OR AFTER USE OF THE FITNESS FACILITY, AND CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, OR BASED ON NEGLIGENCE OF OTHER PARTICIPANTS OR THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.
3. I expressly agree that the foregoing release, discharge, covenant not to sue, waiver and indemnity is intended to be as broad and inclusive as is permitted by the laws of the District of Columbia.
4. I expressly acknowledge and agree that any personal trainers on the premises of the Fitness Facility are a separate and distinct entity from the herein-stated Released Parties, and I understand and agree that the Released Parties are not liable or responsible in any way for the actions of such personal trainers.
5. I agree that use of the Fitness Facility is permitted solely under the terms of this agreement and in consideration of mutual promises and releases made herein. I understand and agree that the Fitness Facility and its facilities are separate and distinct from the related services and related facilities which are provided to me as a

tenant or any employee of a tenant of the 1800 M Street building, and are separate and distinct from the services and facilities which are contained under my or my employer's lease agreement and which re compensated for through the rent paid under any lease for the building. I agree that I may be a member of the Fitness Facility only while I am a tenant (or employee of a tenant) at 1800 M Street, and that my membership, if not earlier terminated, shall terminate immediately upon my leaving 1800 M Street as a tenant or employee of a tenant. I understand and agree that the Owners and their agents, in their sole discretion, may change the hours of operation, the equipment, the facilities and services provided, or any other aspect of the Fitness Facility, including its continued operation, without any liability therefore and without any reduction or set off against the rent which I or my employer pays under a separate lease agreement.

6. I promise to comply with the following regulations, and any others established by the Released Parties in the future from time-to-time governing the use of the Fitness Facility, and I understand and agree that the Released Parties have the right, at their sole discretion, to establish any rules, regulations or policies which they determine are useful and I promise I will comply with such rules, regulations or policies:
  - A. Only authorized tenants or employees of tenants who have executed an Agreement for Tenant Use of 1800 M Street Fitness Facility for the use of the facility (hereafter "Members") may use the Fitness Facility. NO MEMBER SHALL ADMIT, BRING OR PERMIT ANY GUEST, CHILDREN OR VISITORS TO COME INTO OR USE THE FITNESS FACILITY, AND SUCH VIOLATION SHALL RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT WITH THE MEMBER.
  - B. Each Member shall be liable for any property damage and or personal injury at the Fitness Facility caused by the Member. It shall be the obligation of the Member to pay for any costs related to such damage or injury upon presentation of an invoice therefor.
  - C. Members shall advise the Released Parties of any and all problems regarding the maintenance of exercise equipment and any other part or aspect of the Fitness Facility in which a Member observes a problem. Released Parties, however shall assume no liability for any repair or maintenance of the exercise equipment or the facilities, and Members assume complete risk of the use of the equipment and facilities in the Fitness Facility.
  - D. Members shall review and follow all posted instructions regarding the operation of all equipment and the facilities.

- E. The Fitness Facility and the Released Parties shall not be responsible to Members for articles lost or stolen in the Fitness Facility or lockers, or for loss or damage to any other property.
  - F. The Released Parties reserve the right to close the Fitness Facility to Members if the number of people using the Fitness Facility exceeds the capacity of the facility. In addition, the Released Parties reserve the right to modify or close the Fitness Facility to Members without prior notice at any time, as deemed desirable by the Released Parties from time-to-time.
7. I understand that using the Fitness Facility may be inherently dangerous. I acknowledge and assume the risk of all activities that I voluntarily choose to participate in at the Fitness Facility.
8. I acknowledge that I should seek advice from qualified medical authorities for an assessment of my physical condition prior to engaging in any activity at the Fitness Facility. I agree that it is my continuing obligation to monitor my physical condition and discontinue use of the Fitness Facility if I or my physician determines that it is not in my best interest to continue using the Fitness Facility. I further warrant the following statements are true and correct, and understand that the Released Parties have relied on these statements as a condition precedent to giving me permission to enter and use the Fitness Facility:
- A. No oral representation, statements, or inducements apart from the foregoing written Agreement have been made;
  - B. I am 18 or more years of age;
  - C. I am in a good condition of health and am able to use the exercise equipment contained within the Fitness Facility without restriction. I warrant and represent that I have no disability, impairment or ailment preventing me from engaging in active or passive exercise or that will be detrimental to my health, safety or physical condition if I do so engage or participate. I agree that the Fitness Facility and the Released Parties assume no responsibility for any injury or illness caused by any physical condition I may have whether known or unknown to me. I shall not use the Fitness Facility facilities if I am under any physician's care without express approval of my physician and the Released Parties. I EXPRESSLY AGREE THAT IF I HAVE ANY REASON TO BELIEVE I HAVE A PHYSICAL IMPEDIMENT TO AN EXERCISE THEN I WILL NOT UNDERTAKE SUCH EXERCISE WITHOUT FIRST HAVING A PHYSICIAN REVIEW SUCH EXERCISE. (The Fitness Facility recommends that all Members obtain physical examinations prior to using the facility. Those Members who have a previous history of cardiovascular

disease or related health illnesses are especially urged to obtain such examinations.) I understand that there is no staff on site at the Fitness Facility and no member of the building staff has had any training that would qualify them to dispense medical advice or prescribe treatment, and I acknowledge that no such representation has been made.

- D. I assume full responsibility and risk of bodily injury, death, or property damage or loss due to or as a result of any occurrence or circumstance while using the Fitness Facility or the exercise equipment or any other equipment located in the Fitness Facility.
- E. This Agreement may be modified only by an instrument in writing, signed by the Member and a duly authorized representative of the Owners. Any agreements with the Member which are not set forth in this agreement, or in a written amendment as aforesaid, shall not be valid and any oral agreements or oral changes to this agreement shall not be valid.
- F. This Agreement is granted in exchange for valuable consideration and is legally binding upon myself, my heirs, successors and assigns. I acknowledge that I am of sound mind and that I have fully read and understand the contents of this Agreement and that I enter into it of my own free will. I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND SIGN IT VOLUNTARILY.
- G. This Agreement is binding on me without the necessity of the Owners' signature appearing on it.

**IN WITNESS WHEREOF**, this Agreement for Tenant Use of 1800 M Street Fitness Facility is executed on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS BY:

\_\_\_\_\_

**MEMBER SIGNATURE:**

\_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Kastle Key # (\*)** \_\_\_\_\_

*\*If Kastle Presence used, leave Kastle Key # blank*

Male \_\_\_\_\_

Female \_\_\_\_\_

## WAIVER OF LIABILITY

THIS WAIVER OF LIABILITY (this “*Waiver*”) is dated [REDACTED] 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.

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.

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.

(b) 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.

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.

(c) 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.

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*”).

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

2. 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)).

Conditions to Use of Premises.

(a) The Owner has the right to implement 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 regard to wearing a face covering when inside the Premises.

(c) The Occupant shall 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.

(d) 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.

(e) The Occupant shall comply with all federal, state, and local laws, orders, directives and guidelines applicable to the Occupant’s use of the Premises.

3. 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.

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.

4. 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.

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.

5. 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.

**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:**

\_\_\_\_\_

## FITNESS FACILITY RULES & REGULATIONS

- The Fitness Facility is accessible 24/7
- Sanitization stations with disinfectant wipes and hand sanitization are positioned throughout the Fitness Facility.
- Each individual is responsible for wiping down each piece of equipment after use for the next user.
- Please limit use to one towel. All towels that are property of the building must remain in the Fitness Facility.
- Please dispose of used towels in bins located in the locker rooms.
- Please pick up your towels, water bottles, newspaper and magazines.
- To ensure a comfortable atmosphere for everyone, please be courteous and respectful to others. No abusive or provocative language.
- Members must wear appropriate attire inclusive of shirt or top, shorts and or pants, and appropriate shoes (neither street shoes or black-soled shoes of any kind are permitted, with the exception of black-soled running shoes).
- No bare feet allowed outside of locker/restrooms.
- During peak hours (or while others are waiting), limit your time on the treadmill, stationary cycle, etc. to 30 minutes.
- Do not drop weights. Equipment must be handled with care.
- Return weights/mats to proper area.
- Members shall not bring any food into the fitness club at any time. Beverages consumed during workout must be in a container with a lid. Member must clean any spills immediately.
- Any property of the Fitness Facility shall not be removed for the fitness area for any reason
- Doors shall not be propped open.
- Members shall pay for any loss or damage to property for which they are responsible.
- Members are fully responsible for personal items that are lost, stolen, or damaged at the Fitness Facility.
- Smoking is **not** permitted in the entire building.