

1111 19TH STREET FITNESS CENTER

AGREEMENT, CONSENT AND WAIVER OF LIABILITY

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious.

In order to use the shower(s) and fitness equipment in the fitness center located at the above referenced building (the "Fitness Center"), I hereby certify, covenant, and agree as follows:

1. I understand and acknowledge and agree that neither the owner of the building ("Owner"), nor the property management company ("Manager"), nor any of their agents, advisors or employees, have any expertise in diagnosing, examining or treating medical conditions of any kind.

2. I understand and acknowledge the contagious nature of COVID-19, and I understand, acknowledge and agree that none of Owner, Manager, or their agents, advisors or employees, can ensure that I will not become infected with COVID-19 related to the use of the Fitness Center, or otherwise. I agree that use of and access to the Fitness Center is strictly voluntary, that I am personally responsible for my safety and actions while using the Fitness Center, and I agree to comply with all of Owner's and Manager's policies and rules with respect to the same, including but not limited to all policies, guidelines, signage, and instructions.

3. I understand and acknowledge and agree that Landlord may suspend the operations of any of the Fitness Center and/or any of the services provided in connection therewith and Landlord shall not be obligated to provide any towel service and/or personal care/hygiene products such as soap, shampoo, mouthwash, etc. and I shall be solely and exclusively responsible for providing soap, shampoo, mouthwash and/or any other personal care/hygiene products. I agree not to utilize any of the Fitness Center at any time that I am feeling physically unwell and/or have a temperature of greater than 100.4 degrees Fahrenheit.

4. With full awareness and appreciation of the risks involved, I voluntarily assume all risks with respect to use of the Fitness Center and that such risks may include personal injury, illness, permanent disability, and/or death. I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby release and discharge Owner and Manager, their respective officers, agents, employees, personnel, partners, directors, shareholders, affiliates and other representatives, and their successors and assigns (collectively, the "Released Parties"), from any and all liability, harm and damage, and waive any and all claims whatsoever, for any injury, illness, permanent disability, death, and/or loss in connection with my use of the Fitness Center. In addition, I hereby agree to defend, indemnify and hold harmless the Released Parties from any and all costs, claims, liability, harm, damage or expenses resulting from any of the foregoing.

5. By signing below, I acknowledge and represent that I have read the foregoing Agreement, Consent and Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the release of liability and indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Fitness Center to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Agreement, Consent and Waiver of Liability shall be governed by and construed in accordance with the laws of the jurisdiction in which the Building is located, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of this Agreement, Consent and Waiver of Liability as a whole.

In order to use the exercise machines, weight training equipment and shower/locker room facilities in the Fitness Center at 1111 19th Street and in consideration thereof, I do hereby certify, covenant, and agree to the following:

Hours of Operation – Monday – Friday 6:00 AM – 8:00 PM

The Fitness Center will be closed from 9:00 AM – 9:45 AM & 2:00 PM – 2:45PM for cleaning and disinfecting.

1. I am in good physical condition and am able to use the facilities and equipment and to participate in exercise and fitness activities available at the above location. I have consulted my personal physician or licensed health care provider for an examination, diagnosis of any medical conditions and the approval to begin or to participate in an exercise program. I fully recognize that I am responsible for the knowledge of my own state of health at all times.
2. I acknowledge that the Fitness Center has been provided solely as an accommodation and amenity to the Tenants of the building and that the facility is not attended or staffed by a professional trainer/instructor. I agree to promptly notify Management in the event I become aware of any defective or hazardous condition with respect to the Fitness Center.
3. I will do all exercises and participate in all activities at my own pace and AT MY OWN RISK.
4. I acknowledge that the Facility is un-staffed.
5. I understand and acknowledge that UNIZO Real Estate DC Nine, LLC (“Owner”), nor Cushman & Wakefield U.S., Inc. (“Managing Agent”) represent that its agents, advisors, employees or personnel have expertise in diagnosing, examining or treating medical condition of any kind, or determining the effect of any specific exercise or prescribing any exercise program or instructing in the use of any exercise equipment. If I have specific questions regarding my workout, I will consult a trained professional.
6. I understand that participating in one or more exercises or fitness activities at the facility or in the use of the equipment or the facility, there is a possibility of accidental or other physical injury or loss of my personal property.
7. I agree to assume risk of injury or loss of property and indemnify, defend and hold harmless, Owner, Agent, and any officers, directors, shareholders, partners, employees, personnel or agents thereof from liability for any and all injury, loss, illness, harm or damage resulting from my use of the facility or the equipment, other than that which results from the gross negligence or willful misconduct of Owner and its agents.
8. I agree to wipe down each piece of equipment I use while at the gym with disinfecting wipes located in the Fitness Center.
9. I will not drop heavy weights on to the floor of the fitness center or to use the fitness center equipment in a way that will cause disturbances to surrounding building tenants.
10. I will make all practical attempts to maintain social distancing in the fitness center.
11. I will use the hand sanitizer station located in the fitness center often to avoid spreading germs.
12. If I fail to follow the fitness center guidelines in any way, I understand that my fitness center privileges may be revoked by Building Management.

1111 19TH STREET FITNESS CENTER
AGREEMENT, CONSENT AND WAIVER OF LIABILITY

Page 3

I acknowledge that I have received and read a copy of the Agreement, Consent, and Waiver of Liability & the Rules and Regulations governing the use and hours of operation of the Fitness Center and equipment. I agree that I will fully comply with this Agreement, Consent and Waiver of Liability and the Rules and Regulations Posted in the Fitness Center as they are amended from time to time.

Name (Please Print)

Signature

Date

Employer Name

Floor and Suite Number

Access Fob#

Men's Room or Women's Room
Fitness Locker Room (Circle one)