

Exercise Facility Consent and Waiver of Liability

Portals III, 1201 Maryland Avenue, SW Washington, D.C. 20024

In order to use the fitness facility and equipment located at 1201 Maryland ave. SW Washington DC 20024 (the "Building") including, without limitation, any outdoor exercise facilities (for example, outside basketball court and outside tennis court constructed on the land and/or the land adjacent to the building pursuant to agreements between Landlord and the owners of the land adjacent to the Building). I hereby certify, covenant, and agree as follows:

1. I am in good physical condition and able to use the facilities and equipment and to participate in any and all exercise and fitness activities or to be available. I have a reasonable basis for this opinion due to examination and/or consultation with my physician. I fully recognize that I am responsible for knowledge of my own state of health at all times. I will do all exercise and participate in all activities at my own pace and at my own risk. I will use good judgment while exercising, will not overexert, and will follow any instructions concerning exercise procedures. If I have any questions regarding my workout, I will consult a trained professional.
2. I acknowledge that the fitness facility is unstaffed. I understand and acknowledge that neither the owner of the Building ("Owner"), nor the property management company ("Manager"), nor any of their agents, advisors, or employees, represents that its employees, personnel or agents have expertise in diagnosing, examining, or treating medical conditions of any kind of in determining the effect of any specified exercise on such a medical condition.
3. I warrant that my entry into or use of the fitness facility and the use of equipment therein constitutes an acknowledgement that, I am aware of the coronavirus communicable disease pandemic ("Covid-19") and that such fitness facilities are a potential source of communicable disease infection, and I have inspected and carefully considered and that I find and accept same as being safe and reasonably suited for the purpose of such use or participation and shall use the fitness facility and the equipment therein at my own risk. Further, I am aware of the potential symptoms of Covid-19 infection and will not enter and/or use the fitness facility and the equipment therein if I or members of my immediate family or household exhibit any symptoms. Moreover, I acknowledge that Owner or Manager does not have the capacity, and will not attempt, to screen for entry any persons who may be infected with Covid-19 and that I may be using the fitness facility and the equipment therein with persons potentially infected with Covid-19 and assume all risks associated therewith.
4. I understand that in participating in one or more exercise or fitness activities at the facility, or in use of the equipment or the facility in any way, there is a possibility of accidental or other physical injury or loss of my personal property. I agree to assume that risk of any such 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, accident, illnesses (caused by Covid-19 or otherwise), or loss in connection with my use of or entry into the facility. In addition, I hereby agree to defend, indemnify and hold harmless and Released Parties from any and all costs, claims, liability, harm, damage, or expenses resulting from my use of or entry into the facility or the equipment, other than due to the willful misconduct of the Released Parties.
5. I expressly agree that I will not bring or allow access to the Fitness Facility to any individual who is not an authorized user of the Facility (i.e., an individual who has signed a Request, Release and Agreement and hold a valid key for entry in the Facility). I agree to indemnify and hold harmless the owners and operators of the Building and their respective servants, agents, officers, employees, contractors, consultants, vendors, and affiliates from any and all claims, demands, actions, and causes of action of any sort for injuries sustained by my person and/or property during any such presence in the Facility, and/or as a consequence of my use of the Facility, due to negligence or any other fault.
6. I agree to adhere to all rules and other regulations promulgated by the other owners or operators of the building which may be posted in the Fitness Facility or distributed to me from time to time, regarding the use of the fitness facility. I understand that this waiver is binding for the duration of my fitness facility membership. **I understand that these rules and regulations can and are amended from time to time based solely on the discretion of the Owner and Manager.**
7. **I understand that my permission to use the Fitness Facility may be revoked at any time, for any reason, with or without cause or prior notice.**

USER: (please print) _____

Date: _____

Signature: _____

Home Address: _____

Tenant: _____

Phone Number: _____

Suite Number: _____

Proxy Card Number: _____

Email Address: _____

Gender: M ___ F ___