

AGREEMENT FOR USE OF THE WILSON TOWERS FITNESS CENTER

IN CONSIDERATION of being permitted to utilize the Fitness Center in the building located at 1000-1100 Wilson Boulevard Arlington, VA 22209 (hereafter "Fitness Center") 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:

1. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT TO NOT SUE 1000-1100 Wilson Owner LLC ("Landlord"), Monday Properties Services, LLC, and their respective officers, directors, direct and indirect partners, members, employees, agents, affiliates and representatives, and all other personnel providing services at the Fitness Center, (individually and collectively referred to as the "Released Parties"), from all liability to me, my personal representatives, assigns, heirs, and next of kin for any and all claims, demands, obligations, loss or damage on account of injury to me or my death, or damage to or loss of any of my property, at any time now or in the future, including, but not limited to, injury to myself, disability, death, illness, damages, losses, demands, obligations, claims, liability, medical bills, and other costs and expenses, whether foreseeable or unforeseeable of any kind whatsoever, that I may experience or incur in any way related to or arising in connection with access to or use of the Fitness Center, from any cause whatsoever (individually and collectively, the "Released Matters"). By signing this agreement, I further acknowledge that I am aware of and understand the highly contagious nature of the Coronavirus and COVID-19, and that any access or use of the Fitness Center by me is with full knowledge, understanding and appreciation of the dangers involved. I therefore hereby agree to expressly and voluntarily assume and accept any and all risks (1) that I may be exposed to or infected by the Coronavirus COVID-19 while accessing or using Fitness Center, and (2) that such exposure or infection may result in personal injury, illness, permanent disability, death, medical bills, and other costs and expenses, whether foreseeable or unforeseeable. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any Released Matters.

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, damages, costs or expenses, including but not limited to attorneys' fees, which the Released Parties may incur related to any Released Matters.

3. I expressly agree that the foregoing release, discharge, covenant not to sue, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Virginia.

4. I expressly agree that any personal trainers on the premises 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 Center 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 Center and its facilities are separate and distinct from the related services and related facilities which are provided to me as a Tenant of [REDACTED] and which are part of my lease agreement and are compensated for rent paid. I agree that I may be a member of the Fitness Center only while I am a tenant (or employee of a tenant) at [REDACTED], and that my membership, if not earlier terminated, will terminate immediately upon my leaving [REDACTED] as a tenant or employee of a tenant. I

understand and agree that Landlord and its agents, in their sole discretion, may change the hours of operation, the equipment and facilities provided, or any other aspect of the Fitness Center, including its continued operation, without any liability therefore and without any reduction or set off against the rent which I pay 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 for the use of the Fitness Center, and I understand and agree that the Released Parties have the right, at their sole discretion, to establish any regulations or policies which they determine are useful and I promise I will comply with such regulations or policies:

- A. Only authorized tenants or employees of tenants who have executed an Agreement for Tenant Use of Fitness Center for the use of the facility (hereafter "Members") may use the Fitness Center. NO MEMBER SHALL ADMIT, BRING OR PERMIT ANY GUEST, CHILDREN OR VISITORS TO COME INTO OR USE THE FITNESS CENTER, 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 Center caused by the Member. It shall be the obligation of the Member to pay for any related costs of such damage or injury upon presentation of a statement thereof.
- C. Members shall alert the Released Parties of any and all problems regarding the maintenance of exercise equipment and any other part of the Fitness Center in which a Member observes a problem. Released Parties, however assume no liability for their repair or maintenance and Members assume complete risk of such equipment and facilities.
- D. Members shall review and follow posted instructions on operation of all equipment and facilities.
- E. The Fitness Center and the Released Parties shall not be responsible to Members for articles lost or stolen in the Fitness Center or lockers, or for loss or damages to any other property.
- F. The Released Parties reserve the right to close the Fitness Center to Members if the number of people using the Fitness Center exceeds the capacity of the facility. Furthermore, the Released Parties reserve the right to modify or close the Fitness Center to Members without prior notice at any time, as deemed desirable by the Released Parties.
- G. A face mask or covering must be worn at all times.
- H. Practice social distancing at all times by maintaining a distance of at least six (6) feet from all other persons.
- I. Hands must be washed before and after access; hand sanitizer must be used while in the Fitness Center.
- J. Bring disinfectant wipes to the Fitness Center; furniture and equipment must be wiped down before and after use.

- K. Remain in marked areas on the floor; moving furniture or equipment is prohibited.
- L. Access or use of the Fitness Center is strictly prohibited if you are sick, feel ill, have a temperature above 101 degrees Fahrenheit, or think you may have been exposed to anyone diagnosed with COVID-19 or symptomatic of COVID-19 within the last 14 days.
- M. Follow instructions or requests from any attendant who may be present at the Fitness Center or from any member of the community team.
- N. Adhere to all signage limiting access to or use of certain areas in the Fitness Center.

7. I further warrant the following statements are true and correct, and understand that the Released Parties have relied on these statements in entering into the foregoing release, waiver, and indemnity Agreement, and in giving me permission to enter the Fitness Center:

- 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 Center 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 Center and the Released Parties assume no responsibility for any injury or illness caused by any physical condition. I shall not use the Fitness Center 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 Center 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 Center 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 EXPRESSLY AGREE THAT IF I HAVE ANY REASON TO BELIEVE THAT I HAVE SYMPTOMS OF COVID-19 OR MAY HAVE BEEN EXPOSED TO COVID-19 THEN I WILL NOT ACCESS OR USE THE FITNESS CENTER FOR AT LEAST 14 DAYS OR SUCH LONGER TIME AS MAY BE NECESSARY; and (b) I understand that no member of the staff of the building has had any

training that would qualify them to dispense medical or epidemiological advice, and I acknowledge that no such representation has been made.

- E. 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 Center or the exercise equipment or any other equipment located in the Fitness Center, including, but not limited to, personal injury, illness, permanent disability, death, medical bills, or other costs and expenses, whether foreseeable or unforeseeable, that I may experience or incur in any way related to or arising from COVID-19 in connection with access to or use of the Fitness Center.
- F. This Agreement may be modified only by an instrument in writing, signed by the Member and duly authorized representative of Landlord or its managing agent. 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.
- G. I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND SIGN IT VOLUNTARILY.
- H. This Agreement is binding on me without the necessity of the Owner's signature appearing on it.

8. I agree to all of the terms and conditions set forth in the Wilson Towers Fitness Waiver attached hereto as "Exhibit A," as evidenced by my signature on said Waiver.

IN WITNESS WHEREOF, this Agreement for Use of Fitness Center is executed on this

_____ day of _____

_____, 20____.

MEMBER:

Printed Name: _____

Kastle Card _____

Male ____ Female ____

Certification of Tenant

The undersigned authorized Office Manager of Tenant certifies that: (a) the Member named herein is an employee of _____

Tenant employed at _____ in the position listed below, and is approved for membership in the Fitness Center, and (b) the Tenant will notify the Fitness Center immediately if the Member is terminated from the employ of the Tenant.

Tenant Name: _____

Member's employee position with Tenant:

TENANT:

By: _____

Its: Office Manager