

WAIVER AND ACKNOWLEDGMENT BUILDING EXERCISE FACILITY

In consideration for being permitted to enter the premises and to use the exercise facility and any and all facilities and equipment therein (collectively, the "Facility") located at 2020 K Street, N.W., 20006, Washington, D.C., I, the undersigned, being eighteen years of age or older, freely and knowingly execute this Waiver and Acknowledgment.

I understand that there are potential risks and dangers involved in the use of the Facility and the exercise equipment (the "Equipment") located in it. I understand that these risks and dangers of serious bodily injury include permanent disability and/or death and may be caused by my own actions or inactions, the actions or inactions of other users of the Facility, or the actions or inactions (including without limitation), the negligence of the Released Parties (as defined below). I further understand and agree that there may be other risks related to my access to and/or use of the Facility and/or Equipment either unknown to me or not readily foreseeable at this time. I understand that the Equipment can cause injuries and that I am solely responsible for ensuring that I use the Equipment properly and only for the intended purpose. I understand that there will not be any trained personnel at the Facility to supervise my use of the Equipment. Knowing all of these things, I am willing to assume all of the risks (known and unknown) associated therewith and all responsibility for losses, costs, and damages I may sustain as a result of my use of the Facility and the Equipment.

I hereby represent that I have had a full physical examination by a physician within six months of today's date. Based on that examination, and my own assessment of my health since that time, I further represent that I do not suffer from any physical or mental difficulties that make it inadvisable for me to use the Facility and/or the Equipment. I understand that I am responsible for having subsequent physical examinations to ensure that there is no change in my health that would make it inadvisable for me to use the Equipment or any part of the Facility in the future. I agree that I will immediately discontinue my use of the Facility or of particular Equipment whenever my doctor so suggests or whenever it would be prudent to discontinue in light of my physical or mental condition.

I shall comply with all posted instructions for the proper use of the Equipment and any rules or regulations that the Building owner or manager may establish for use of the Facility or the Equipment. I shall also comply with any amendments or other modifications of those rules or regulations.

I agree that I am responsible for any damage I may directly or indirectly cause to the Facility or any of the Equipment. In addition, I will promptly instruct my office administrator to inform the building manager if I notice any damage to the Facility or any of the Equipment whether caused by me or by others.

I acknowledge that I have been or will be given an access card for the Facility. I will not give or lend my access card to anyone else. I will not let any unauthorized person into the Facility. I further understand and agree that I may not bring guests into the Facility. I will instruct my company's office administrator to let the building manager know immediately if the access card is lost or stolen.

To the fullest extent permitted by law, I hereby waive any and all claims, causes of action, demands, actions, and suits of any kind that I may now or hereafter have or may have against the Building owner and its affiliates, officers, staff, employees, agents, lessors, representatives, or manager (individually and collectively, the "Released Parties") for any injury, loss, damage, liability, cost, or expense (due to theft or otherwise), including attorneys' fees (collectively "Costs") that may arise from or relate in any way to my use or intended use of the Facility and/or the Equipment. I understand that this waiver is, and is intended to be, an absolute bar on any such suit or other action and that it may be pled as such.

To the fullest extent permitted by law I also hereby agree to indemnify the Released Parties and hold them harmless from and against, any and all Costs arising from or relating in any way to my access to

and/or use or intended access to and/or use of the Facility and the Equipment, or the acts or omissions of the Released Parties irrespective of any negligence or fault on their part.

No determination by any court, governmental body or otherwise that any provision of this Waiver and Acknowledgement hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of any other such provision or such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

I understand that the Building owner or manager may revoke my right to use the Facility or the Equipment at any time and for any reason.

Coronavirus/COVID-19 Participation Agreement, Assumption of Risk, And Waiver of Liability

The novel coronavirus (SARS-CoV-2) and the respiratory disease it causes (COVID-19) (together, the “Coronavirus”) has been declared a worldwide pandemic by the World Health Organization. The Coronavirus is contagious and, as a result, many states, municipalities, and governing bodies have implemented restrictions on gatherings and person-to-person contact, including fitness-related activities.

Lack of Symptoms. You acknowledge and understand that symptoms of the Coronavirus include, but are not limited to, cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell, nausea, vomiting, and diarrhea. **By signing this document, you expressly agree, represent, and warrant that you will not enter the Fitness Center unless in the 14 days prior to entering the Fitness Center: (1) you have not had, been diagnosed with, or been suspected of having the Coronavirus; (2) you have not experienced any symptoms of the Coronavirus and have not used any medicine that may reduce or eliminate any symptoms of the Coronavirus; and (3) you have not had any contact with anyone who has tested positive for the Coronavirus, experienced any symptoms of the Coronavirus, or self-isolated due to potential exposure to the Coronavirus.** You further acknowledge that the Landlord may implement procedures or rules to combat transmission of the Coronavirus and you expressly agree to comply with these procedures or rules and, if you do not, you will forfeit your ability to utilize the Fitness Center.

Assumption of Risk and Liability Waiver. You acknowledge the contagious and dangerous nature of the Coronavirus and understand and agree that utilizing the Fitness Center may increase your risk of contracting the Coronavirus. In recognition of all the possible dangers connected with the Coronavirus and in consideration of being permitted to enter the Fitness Center, by signing this document you expressly agree to knowingly and voluntarily assume and accept all risk and responsibility related to your possible exposure to or contraction of the Coronavirus.

ACCEPTED AND AGREED:

DATE: _____

SIGNATURE: _____

Access Card #: _____

Name: _____

(Please Print)

Employer: _____

Telephone Number: _____

Gender: Male: ___ Female: ___

[Please return this form to JLL Management Office via email to siden.aquino@am.jll.com](mailto:siden.aquino@am.jll.com)