FITNESS FACILITY WAIVER OF LIABILITY

1. I am 18 years of age or older.

2. I am in good physical condition and am able to use the fitness facility, the equipment contained therein, and the attached locker rooms, showers, changing areas and restroom facilities (jointly and severally, the “Facility”), and to participate in exercise and fitness activities available therein. I will do all exercise and participate in all activities at the Facility at my own pace and at my own risk. I understand that the Facility is unmanned and unsupervised and that, as a result, there is no medical personnel or any type of assistance, supervision or security provided in or to the Facility to assist or protect me, or anyone else from any harm. I understand that use of the amenities and equipment located in the Facility can cause injury or death, and I understand that there will be no attendant on duty in the Facility. I agree to exercise due care for my safety at all times. I assume all risks associated with or incidental to my use of the Facility and any activities I may from time to time participate in. I understand that hours of operation of the Facility are as set forth in the FITNESS FACILITY RULES AND REGULATIONS (the “Rules and Regulations”) and that I have received a copy of the same. I agree that I will fully comply with the Rules and Regulations as posted now or in the future.

3. I understand that none of the landlord parties have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on such medical condition. I further grant permission for first aid (including, if necessary, C.P.R.) to be given to me in an emergency, and agree that I will be solely responsible for any medical costs which may arise as a result thereof or as a result of my use of the Facility and/or the equipment and other amenities located therein.

4. I agree and acknowledge that GMUF Arlington Campus LLC and its successors, assigns, employees, shareholders, members, agents, managers, officers, contractors and tenants (jointly and severally, “landlord”) shall not be liable for any claims, actions, causes of action, damages, expenses, costs or liabilities of any kind related to or arising from the Facility or my use thereof (including, without limitation, any claims or damages related to any injury, illness, harm, death, property damage or other loss) (collectively “losses”) regardless of the cause therefore, unless such losses shall have resulted solely and directly from the gross negligence or willful misconduct of landlord. To the extent permitted by law, I hereby waive on my behalf and on behalf of anyone claiming by, through, or under me any claim or cause of action against landlord relating to any such losses, unless such losses shall have resulted solely and directly from the gross negligence or willful misconduct of landlord. In addition, I hereby agree to indemnify and hold landlord harmless from and against any expenses, costs, liabilities or costs (including reasonable attorney fees) associated with any claims or cause of action brought by me or any third person related to any such losses, except to the extent that such claim or cause of action is determined to result directly and solely from the gross negligence or willful misconduct of landlord.

5. I will not bring any guests to the Facility other than a personal trainer, if applicable, in which event the Personal Trainer Addendum (attached hereto) must be executed by me and by my personal trainer prior to the date that such personal trainer accesses the Facility. In further consideration for my being permitted to use the Facility, I agree to indemnify and hold harmless the landlord against any claims resulting from injury or damage to any guest or other person who obtains access to the Facility by me.
6. The landlord has no liability for lost or stolen personal property, nor for property left in the lockers at the Facility.

7. By voluntarily using the fitness center and locker room, each user understands, acknowledges, and fully assumes the risk that he/she may, without limitation and in addition to all other risks associated with use of an amenity, (1) come in contact with persons infected or contagious with COVID-19; (2) come in contact with contaminated surfaces or airborne particles; (3) personally contract COVID-19; or (4) infect others with COVID-19.

8. Users must apply hand sanitizer when entering the area and disinfect the equipment before and after using it. We are utilizing the honor system so please exercise patience and be courteous of others.

9. Violations of the Rules and Regulations, abuses of equipment, or improper behavior, will, at the sole discretion of landlord, result in the immediate revocation of the privilege of using the Facility.

AGREED:

________________________________________
Signature Date: ___________________________

Locker Room Access Requested: Men’s Room / Ladies’ Room (circle one)

Print Name: ______________________________
Telephone Number: ________________________
E-Mail Address: ___________________________
Company Name: ___________________________
Building Address: ___________________________
Suite #: __________________

Datawatch Access Keycard / FOB #: __________________
(Each user must provide his/her own FOB. See your company’s internal contact for more information.)
FITNESS FACILITY RULES AND REGULATIONS

The following Rules and Regulations are intended to make the fitness facility, the equipment contained therein, and the attached locker rooms, showers, changing areas and restroom facilities (jointly and severally, the “Facility”) at 3434 Washington Blvd. as safe, enjoyable and pleasant as possible for all members. These Rules and Regulations are applicable to all members and may be changed from time to time in order to provide for the safe, orderly and enjoyable use of the Facility’s equipment and amenities.

Use: Users shall use the Facility and related equipment solely for weight and cardiovascular training on the equipment provided. Users shall not misuse or use the Facility and related equipment in any manner which will damage the same. Users shall not install, nor tamper with or remove, any equipment in the Facility. No person may use the Facility unless they have signed a Waiver of Liability. This Facility is open to Tenants and their onsite employees only. Guests are not authorized to use the Facility and users shall not grant access to the Facility, nor permit the Facility to be used, by any unauthorized person. Any authorized User who wishes to bring a personal trainer into the Facility must first sign, and have his/her trainer sign, a Personal Trainer Addendum Waiver.

Exercise Equipment: Please refer to the posted instructional cards for proper utilization of the exercise equipment. Exercise equipment may not be reserved. Usage of exercise equipment is first come, first served. In addition, if there is a line to use the exercise equipment, please limit your use to no more than 30 minutes. Please wipe off equipment after use with the sanitizer that is provided. Please pick up trash, towels, and personal belongings before leaving the Facility.

Hours of Operation: The Facility is available for tenants’ use twenty-four hours per day, seven days per week; however, HVAC service will not be provided twenty-four hours per day, seven days per week. The Landlord reserves the right to modify these hours of operation at any time. A Datawatch Access key fob with the proper authorization is required to access the Facility.

Clothing: The minimum attire at the Facility shall be gym shorts, tee shirts, socks and tennis shoes. Any conventional exercise attire is permissible. Sneakers, tennis shoes, or similar footwear must be worn at all times. Users of the Facility must wear clean and appropriate attire when in transit to and from the Facility, which may include, but not be limited to, warm-up suits and sweat suits. All personal items must be removed by 9:00 pm daily. Items left in the lockers or elsewhere in the Facility will be discarded by Landlord.

Conduct: Any conduct which unreasonably interferes with the use or enjoyment of Facility or the equipment by others, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Facility or the equipment, is strictly prohibited. Radios, Smartphones, or other similar personal audio equipment may not be used without headphones. No User shall make or receive phone calls while in the Facility and the ringer on all cell phones must be set to silent. No User shall make, or permit to be made, any disturbing noises or disturb or interfere with the occupants of the Building or neighboring Buildings or premises or those having business with them through any means whatsoever. Those in violation of this rule will be subject to immediate expulsion.

Smoking: Smoking of any kind or any other consumption of tobacco products is strictly prohibited in the Facility.

Solicitations and Petitions: Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.
Identification: Upon request by any employee of the Building Manager, Users must present their key for identification purposes. Neither Landlord nor the Building Manager assumes responsibility for lost or stolen keys.

Food and Beverages Prohibited: Food and beverages (other than water in a non-breakable container) shall not be brought to the Facility for consumption on the premises. Alcoholic beverages are strictly prohibited.

Notices, Complaints or Suggestions: Users must immediately notify Landlord or Building Manager in the event that they discover any unsafe or hazardous defect or condition relating to the Facility or the equipment, or any breakage, fire, or disorder at the Facility. Complaints or suggestions as to the operation, maintenance, services, or equipment at the Facility should be directed to the Building Manager.

Other Facilities: Landlord or Building Manager may prohibit or restrict access to or use of the Facility or close the Facility if misused in any way. Landlord and Building Manager take no responsibility for personal possessions left in the Facility. Locks on lockers are permissible, but all articles and locks must be removed when the User leaves the Facility. Landlord and Building Manager reserve the right to remove and dispose of any locks and personal possessions remaining in the Facility when it closes each day. Landlord and Building Manager make no representation or warranty that the use of any locker will protect User’s personal property from damage, loss or theft.

Violation of Rules: Repeated failure or refusal to comply with these Rules and Regulations may result in the loss of privileges.

Maintenance: No member shall leave any litter, trash, debris, or articles of clothing at the Facility. The entry door(s) to the Facility shall be kept closed at all times.

No Representations: User hereby acknowledges that the installation of equipment, devices and/or facilities in or serving the Facility shall in no way be deemed a representation or warranty by Landlord regarding the efficacy or safety of the same, nor as an agreement or undertaking by, or obligation of, Landlord to protect, indemnify or hold User harmless from any harm of any type or to ensure User’s safety. It is expressly understood and agreed that use of the Facility by User shall be at User’s sole risk.

Card Keys: User hereby agrees to keep any card key provided to User in User’s possession and control at all times until required or requested to surrender the same, and in no event shall User lend or otherwise transfer its card key to any other person.