

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 adjacent locker rooms, showers, changing areas and restroom facilities (jointly and severally, the “Fitness Facility”), and to participate in exercise and fitness activities available therein. I will do all exercise and participate in all activities at the Fitness Facility at my own pace and at my own risk. I understand that the Fitness 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 Fitness Facility to assist or protect me, or anyone else from any harm. I understand that use of the amenities and equipment located in the Fitness Facility can cause injury or death, and I understand that there will be no attendant on duty in the Fitness 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 Fitness Facility and any activities I may from time to time participate in. I acknowledge that the hours of operation of the Fitness 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 Owner 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 Fitness Facility and/or the equipment and other amenities located therein.
4. I agree and acknowledge that 2111 Wilson Boulevard, Inc. and its successors, assigns, employees, shareholders, members, agents, managers, officers, contractors and tenants (jointly and severally, “Owner”) 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 Fitness 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 Owner. 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 Owner relating to any such losses, unless such losses shall have resulted solely and directly from the gross negligence or willful misconduct of Owner. In addition, I hereby agree to indemnify and hold Owner 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 Owner.
5. I will not bring any guests to the Fitness 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 Fitness Facility. In further consideration for my being permitted to use the Fitness Facility, I agree to indemnify and hold harmless the Owner against any claims resulting from injury or damage to any guest or other person who obtains access to the Fitness Facility by me.
6. The Owner has no liability for lost or stolen personal property, nor for property left in the lockers at the Fitness Facility.
7. Violations of the Rules and Regulations, abuses of equipment, or improper behavior, will, at the sole discretion of Owner, result in the immediate revocation of the privilege of using the Fitness Facility.

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8. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to be spread mainly by person-to-person contact. As a result, federal, state, and local governments and health agencies have recommended social distancing and other preventative measures to reduce the spread of COVID-19. Owner is monitoring these recommendations and has put in place certain revised cleaning procedures at the Fitness Facility; however, entering and using the Fitness Facility could increase my risk of contracting COVID-19 (as well as other infectious diseases) and Owner cannot guarantee that I will not become infected with COVID-19 (or other infectious diseases) at the Fitness Facility. It is my personal responsibility to disinfect each piece of equipment before and after I use it. By signing this agreement, I acknowledge the contagious nature of COVID-19 and I knowingly and voluntarily assume the risk that I may be exposed to or infected by COVID-19 (or other infectious diseases) by entering or using the Fitness Facility, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Fitness Facility may result from the actions, omissions, or negligence of myself and others. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my use of the Fitness Facility (collectively, "Claims"). To the fullest extent permitted by law, I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release, covenant not to sue, discharge, and hold harmless Owner and its officers, managers, employees, agents, and representatives, of and from the Claims. I willingly agree to comply with the stated and customary terms and conditions for participation at the Fitness Facility as regards protection against COVID-19 and other infectious diseases.

AGREED:

Signature

Date

Locker Room Access Requested (check one): Men's Room _____ Ladies' Room _____

Print Name: _____

Telephone Number: _____

E-Mail Address: _____

Company Name: _____

Building Address (check one): 2111 2101 2107

Suite #: _____

Datawatch Access Keycard/Fob #: _____

(Each user must provide his/her own keycard or Fob. See your company contact person for more information.)

PERSONAL TRAINER ADDENDUM

As a condition to, and in consideration of, my use of the Colonial Place fitness facility, the equipment contained therein, and the attached locker rooms, showers, changing areas and restroom facilities (jointly and severally, the “Fitness Facility”) located at 2111 Wilson Boulevard, Arlington VA 22201, I hereby certify, covenant and agree as follows:

1. I am in good physical condition and am able to use the Fitness Facility and to participate in exercise and fitness activities available therein and without any medical restrictions. I agree that my use of the Fitness Facility and my participation in activities at the Fitness Facility is at my own risk. I understand that the Fitness Facility is unmanned and unsupervised during its hours of operation.
2. I understand the employees, personnel or agents of LPC Commercial Services Inc., 2111 Wilson Boulevard Inc., and L&B Realty Advisors, LLP who may be present in the Fitness Facility do not have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on any medical condition(s).
3. I grant permission for first aid and/or C.P.R. to be given to me in an emergency. I agree that I will be solely responsible for any medical expense which may arise as a result thereof or as a result of my use of the Fitness Facility.
4. I acknowledge that a copy of the Rules and Regulations governing the use of the Fitness Facility has been provided to me and that I have read and understand all Rules and Regulations governing the use and hours of operation of the Fitness Facility. I agree to fully comply with the Rules and Regulations, a copy of which are attached hereto, as they may be amended from time to time.
5. I understand that by participating in one or more exercise or fitness activities or in providing personal training services or in using the services of a personal trainer, there is a possibility of accidental or other physical injury or death, as well as a risk of loss of or damage to my personal property, and I further agree to indemnify and hold harmless LPC Commercial Services Inc., 2111 Wilson Boulevard Inc., and L&B Realty Advisors, LLP and any officers, directors, shareholders, partners, employees, personnel, or agents thereof, from any liability, loss, cost, damage, expense, claim or suit whatsoever for any and all injury, loss, illness, harm, cost (including the cost of attorneys’ fees), expense, claim, suit or damage resulting from or related to my use of the Facility.
6. I understand that personal training services provided at the Fitness Facility are for tenants of Colonial Place only. At no time am I permitted to bring outside clients onsite to utilize the Fitness Facility. This includes outside clients who may be legitimate visitors of my tenant client. Failure to comply with this regulation will result in my being barred from the Fitness Facility indefinitely.
7. I further understand and acknowledge that the Fitness Facility is for the use and enjoyment of the tenants of Colonial Place as a tenant amenity. **As such, I submit that I understand my training activities are not to tie up equipment unnecessarily, nor will I reserve equipment on my client's behalf.** I UNDERSTAND THAT LPC COMMERCIAL SERVICES INC., 2111 WILSON BOULEVARD INC., OR L&B REALTY ADVISORS, LLP SHALL HAVE THE RIGHT TO PREVENT THE PERSONAL TRAINER IDENTIFIED BELOW FROM ACCESSING OR USING THE FITNESS FACILITY AT ANY TIME AND FOR ANY REASON OR FOR NO REASON.
8. I understand that my access to the Fitness Facility can only be granted by my client. I agree to wait in the lobby of the building until my client is present to open the door to the Fitness Facility. Colonial Place staff members, including management, engineering, security, janitorial, and parking, are not permitted to provide access to trainers under any circumstances.
9. I understand that access cards to the Fitness Facility are not provided to personal trainers who are not themselves tenant employees. For instance, female trainers working with male clients may from time to time need access to the ladies’ locker room. Male client keys do not work on the ladies’ locker room reader. During guard desk hours, currently Monday through Friday, 7:00 am-11:00 pm, that trainer may go to the lobby desk and sign out a temporary locker room key. The key must be returned before leaving the Fitness Facility.

(Acknowledgement and Signature on Next Page)

PERSONAL TRAINER ADDENDUM

Please Print

Personal Trainer Information:

Name: _____

Company
(if self-employed state same): _____

Phone Number: _____

Email: _____

Mailing Address: _____

Client Information:

Client Name: _____

Client's Company: _____

Building Address: 2111 2101 or 2107 (Check One) _____

Suite No: _____

Client's Office Phone No.: _____

Client's Cell Phone No.: _____

Client's Email: _____

Signature of Trainer: _____

Date: _____

Signature of Client: _____

Date: _____

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 “Fitness Facility”) at Colonial Place 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 Fitness Facility’s equipment and amenities.

Use: Users shall use the Fitness Facility and related equipment solely for weight and cardiovascular training on the equipment provided. Users shall not misuse or use the Fitness 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 Fitness Facility. No person may use the Fitness Facility unless they have signed a Waiver of Liability. This Fitness Facility is open to Tenants and their onsite employees only. Guests are not authorized to use the Fitness Facility and users shall not grant access to the Fitness Facility, nor permit the Fitness Facility to be used, by any unauthorized person. Any authorized User who wishes to bring a personal trainer into the Fitness 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 Fitness Facility.

Hours of Operation: The Fitness Facility is available for tenants’ use Monday-Friday from 5:00am-9:00pm. HVAC service will not be provided after 9:00pm. The Owner 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 Fitness Facility.

Clothing: The minimum attire at the Fitness 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 Fitness Facility must wear clean and appropriate attire when in transit to and from the Fitness Facility, which may include, but not be limited to, warm-up suits and sweat suits. All personal items must be removed daily by 10:00 pm or the posted of closing of the Fitness Facility, whichever is earlier. Items left in the lockers or elsewhere in the Fitness Facility will be discarded by Owner.

Conduct: Any conduct which unreasonably interferes with the use or enjoyment of Fitness Facility or the equipment by others, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Fitness 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 Fitness 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.

FITNESS FACILITY RULES AND REGULATIONS

Smoking: Smoking of any kind or any other consumption of tobacco products is strictly prohibited in the Fitness 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 Owner 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 Fitness Facility for consumption on the premises. Alcoholic beverages are strictly prohibited.

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

Other Facilities: Owner or Building Manager may prohibit or restrict access to or use of the Fitness Facility or close the Fitness Facility if misused in any way. Owner and Building Manager take no responsibility for personal possessions left in the Fitness Facility. Locks on lockers are permissible, but all articles and locks must be removed when the User leaves the Fitness Facility. Owner and Building Manager reserve the right to remove and dispose of any locks and personal possessions remaining in the Fitness Facility when it closes each day. Owner 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 Fitness Facility. The entry door(s) to the Fitness 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 Fitness Facility shall in no way be deemed a representation or warranty by Owner regarding the efficacy or safety of the same, nor as an agreement or undertaking by, or obligation of, Owner 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 Fitness 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.