

**WAIVER OF LIABILITY
FOR USE OF THE FITNESS CENTER, 1801 K STREET**

In order to use the exercise and weight training facilities and equipment located at 1801 K Street, N.W., Washington, DC (hereinafter referred to as "Fitness Center"), I hereby certify as follows:

1. I am in good physical condition and able to use the facilities and equipment to participate in all activities at my own risk.
2. I understand that in participating in one or more exercises or fitness activities at the facility or in use of the equipment, there is a possibility of accidental or other physical injury.

I AGREE TO ASSUME ALL RISK OF SUCH INJURY AND INDEMNIFY AND HOLD HARMLESS MAPS 1801 K STREET LLC, SPAULDING & SLYE INVESTMENTS, an operating division of Jones Lang LaSalle America's, Inc. JONES LANG LASALLE AMERICAS, INC., AND ANY OFFICERS DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL, OR AGENTS THEREOF, FROM LIABILITY FOR ANY AND ALL INJURY, HARM OR DAMAGE RESULTING FROM MY USE OF THE FACILITY, EXCEPT TO THE EXTENT SUCH AN INJURY, HARM OR DAMAGE IS CAUSED BY THE TORTIOUS ACT OR GROSS NEGLIGENCE OF SUCH PARTIES.

3. I understand that there is no personnel or security provided in the Fitness Center to protect me from third parties or other harm, and I enter and use the Fitness Center at my own risk.
4. I consent to the use of wall-mounted cameras in the Fitness Center (excluding locker rooms) and video taping of all use of the facility.
5. I acknowledge that I have received and read the Rules and Regulations attached hereto governing the use of the Fitness Center and equipment, and I agree that I will fully comply with these Rules and Regulations as they are amended from time to time.

6. 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. I 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. I 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

By: _____
Signature

Print or Type Name

Company & Suite

Personal Kastle Cardkey Number

Date

Gender: Male Female


Please note that Fitness Center access activations may take up to 24 – 48 business hours.
7/2/2021

1801 K STREET, N.W.
FITNESS CENTER
RULES AND REGULATIONS

The following rules and regulations are intended to make the 1801 K Street exercise facility (“Fitness Center”) as safe, enjoyable, and pleasant as possible for all users. These rules are applicable to all users and may be changed from time to time by MAPS 1801 K Street LLC in order to provide for safe, orderly, and enjoyable use of the facility and equipment.

- 1. Use.** Only those individuals who are employed by a company who has executed a lease agreement and have themselves executed a Waiver of Liability may use the facility; no guests are permitted. Users shall use the facilities and related equipment solely for aerobics, fitness, gymnastic, weight training, or other athletic use.
- 2. Hours of Operation.** The facilities hours of operation are 7:00 AM to 3:00 PM, Monday through Friday. The fitness center is closed on all Building Holidays.
- 3. Clothing.** The minimum attire at the facility shall be gym shorts, tee shirts, and Tennis shoes. Any conventional exercise attire is permissible including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes, dance slippers, 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 limited to, warm-up suits and sweat suits.
- 4. Conduct.** Any conduct, which unreasonably interferes with the use or enjoyment of the facility or the equipment by other persons, or disrupts or interferes with the normal, safe, orderly, and efficient operation of the facility or the equipment, is strictly prohibited. Personal radios, tape recorders, or other similar equipment may not be used without headphones. Any persons in violation of this rule will be subject to immediate expulsion.
- 5. Use of Tobacco Products.** Smoking of any kind or any other consumption tobacco products is strictly prohibited.
- 6. Solicitations and Petitions.** Solicitations for the sale of any product, service, or charitable contributions, and petitions of any kind are strictly prohibited.
- 7. Identification.** Users must present their magnetic access Kastle access cards upon request by Building Management for identification purposes. MAPS 1801 K Street LLC assumes no responsibility for lost or stolen access cards.
- 8. Food and Beverages.** Food and beverages are prohibited and shall not be brought into the facility for consumption.
- 9. Notices, Complaints, or Suggestions.** Users must immediately notify MAPS 1801 K Street LLC in the event that they discover any unsafe or hazardous defect or condition relating to the facility or the equipment, or any serious breakage, sickness, fire or disorder at the facility. Complaints or suggestions as to the operation, maintenance, services or equipment at the facility are welcome. Such notices, complaints, or suggestions should be sent to MAPS 1801 K Street LLC, c/o Jones Lang LaSalle, 1801 K Street, NW, Suite M108 Washington, DC 20006, Attention: Property Management
- 10. Other Facilities.** All rules and regulations also apply to the shower facilities. Lockers are provided for your use while using the facility. Locks may be used on the lockers, but do not leave locks on the lockers while not using the facility. Any locks left on lockers will be removed.
- 11. Violation of Rules.** Failure or refusal to comply with these rules and regulations may result in the loss of individual privileges upon notice from MAPS 1801 K Street LLC c/o JLL
- 12. Classes and Group Activities.** MAPS 1801 K Street LLC expressly reserves the right from time to time, and at its sole discretion, to initiate, permit, change, cancel or discontinue classes or group activities. Whenever possible, MAPS 1801 K Street LLC will attempt to give adequate notice to users if classes or group activities are scheduled, changed, canceled, or discontinued.

13. Maintenance. No user shall leave any litter, trash, debris, or articles of clothing in the facility.

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