

## **Disclosure, Waiver, and Release of Liability Agreement – COVID-19**

**Preface:** This waiver shall be required as a condition for use of the 1250 Connecticut fitness center, including without limitation, its shower and locker facilities (the “Fitness Facility”). As a condition to entry and use of the Fitness Facility, it is your responsibility to comply with the Fitness Facilities policies and procedures related to the new social distancing, safety, and sanitation standards as promulgated by the District of Columbia.

**Disclosure(s):** If you have any symptoms related to COVID-19, including, but not limited to the following: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell you will not be allowed entry into the Fitness Facility until you provide positive proof of testing negative for COVID-19.

**Confirmation of Fitness Facility Policies and Procedures:** You acknowledge and accept the Fitness Facility’s COVID-19 Policies and Procedures which have been provided to you. Should you fail to adhere to any of said policies and procedures, you will not be provided re- entry into the Fitness Facility. Additionally, you acknowledge and accept that any deviation from said policies and procedures is of your own accord and any and all corresponding consequences shall be borne exclusively by you.

**Your Express Assumption of Risk:** By signing the below, in consideration of being allowed to participate in the use of the Fitness Facility, and in acknowledging and accepting the new policies and procedures related to the reopening of the Fitness Facility, i.e. social distancing, safety, and sanitation, you, yourself, but also your heirs, executors representatives, agents, successors, assigns, and administrators (collectively “Releasor”), hereby agree and acknowledge that you are fully aware that participation in this reopening involves risk, both direct and inherent, and you accept the risk of using the Fitness Facility, even if the risk are created by the carelessness, negligence or gross negligence of Brookfield DC Office Partners LLC, Brookfield DC Office Partners TRS LLC, 1250C Co. LLC, Brookfield Properties (USA II) LLC, and their representatives, affiliates, shareholders, partners (including partners of partners), subsidiaries and related entities, and any successors and assigns of such entities; and Deutsche Bank AG New York Branch, The Bank of New York Mellon and their respective successors and assigns (collectively, the “Released Parties”). Furthermore, you understand and are fully aware that there are significant risks, known and unknown, involved in all aspects of your participation in the Fitness Facility. You understand that these risks include bodily injury ranging from minor sprains to death and disfigurement and include, as well as contracting COVID-19 or spreading COVID-19 to other members of the Fitness Facility. Such risks could result in minor injury, serious injury or even death; injury or death due to negligence on the part of yourself or other people around. You understand that an injury may impair your future ability to earn a living, to engage in business, social and recreational activities, and to generally enjoy life.

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## **Release of Claims and Liability and Indemnification Agreement:**

I have read and understand the foregoing Disclosure, Waiver, and Release of Liability Agreement and I understand that by signing it I am obligated to indemnify the Released Parties for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission(s),

or the negligent or intentional act or omission(s) of other parties, including without limitation, the Released Parties, this would include, but is not limited to my departure from the Fitness Facility's COVID-19 Policies and Procedures and procedures in compliance with social distancing, safety, and sanitation as required by the District of Columbia.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Released Parties from any and all claims, demands, or causes of action, which are in anyway connected with Fitness Facility, including any such claims which allege negligent acts or omissions of the Released Parties.

I accept sole financial and legal responsibility for myself in the event of injury or illness (related or unrelated to COVID-19) that I suffer or for which I am legally responsible for to a third-party and agree to indemnify and defend the Released Parties from any and all claims, demands, damages, loss of service, or expense for property damage and for personal injuries or actions brought by a third-party against Released Parties resulting or arising from my use of the Fitness Facility.

**Acknowledgment:**

By signing below, I acknowledge that I have read and fully understand the information contained in this document and that I sign this Disclosure, Waiver, and Release of Liability Agreement voluntarily with the knowledge that I am waiving important legal rights.

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Signature

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Printed Name

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Date