



Moore & Associates, Inc.
As Agent for
Fairview Park Building Owner LLC

**FAIRVIEW PARK
FITNESS FACILITY
WAIVER OF LIABILITY**

In order to use the Fairview Park Fitness Facility located at 3120 Fairview Park Drive Falls Church, VA 22042, I hereby certify, covenant and agree as follows:

1. I am in good physical condition and able to use the facilities and equipment (the "Fitness Facility") and to participate in any and all exercise and fitness activities available or to be available. I have a reasonable basis for this opinion due to examination and/or consultation with my physician. I fully recognize that I am responsible for knowledge of my own state of health at all times.
2. I will not utilize the Fitness Facility if I have experienced a fever within the previous 14 days, received a positive result from a COVID-19 test within the previous 14 days, have been in close contact with anyone that has or had symptoms of COVID-19 within the previous 14 days, or experienced any of the following symptoms within the previous 14 days: cough, loss of smell or taste, congestion, shortness of breath and headache or any other symptom associated with COVID-19 that cannot be attributed to another health condition. I will only utilize the Fitness Facility if I feel I am in good health. If so directed by any health department or primary care physician after use of the Fitness Facility, I will report a positive COVID-19 test or diagnosis to Landlord.
3. By signing below and/or entering the Fitness Facility, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while using the Fitness Facility. I understand that using the Fitness Facility during the COVID-19 pandemic is an inherently dangerous activity. 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, including, but not limited to, the Released Parties (as defined below).

4. I will do all exercise and participate in all activities at my own pace and at my own risk. I will use good judgment while exercising, will not overexert, and will follow any instructions concerning exercise procedures. If I have any questions regarding my workout, I will consult a trained professional.

5. I acknowledge that the Fitness Facility is unstaffed. I understand and acknowledge that neither the owner of the Building ("Owner"), nor the property management company ("Manager"), nor any of their agents, advisors or employees, represents that its employees, personnel or agents have expertise in diagnosing, examining or treating medical conditions of any kind of in determining the effect of any specific exercise on such medical condition.

6. I understand that in participating in one or more exercises or fitness activities in the Fitness Facility, or in use of the Fitness Facility in any way, there is a possibility of accidental or other physical injury or loss of my personal property. I agree to assume that risk of such injury or loss of property, and to indemnify, defend and hold harmless Fairview Park Building Owner LLC and Moore & Associates, Inc. As Agent for Fairview Park Building Owner LLC and any officers, directors, shareholders, partners, employees, personnel, agents or contractors thereof (individually and collectively, the "Released Party(ies)"), from liability for any and all injury, loss, illness, harm or damage resulting from my use of the Fitness Facility , other than that which results from the gross negligence or willful misconduct of any Released Party. In addition, I hereby agree to defend, indemnify and hold harmless the Released Parties from any and all costs, claims, liability, harm, damage or expenses resulting from my use of or entry into the Fitness Facility.

7. I acknowledge that I have received and read a copy of the current Rules and Regulations governing the use of the Fitness Facility (a copy of which is attached hereto). I agree that I will fully comply with all rules and regulations as they are amended from time to time.

Name

Datawatch Access Card Number

Company & Suite

Signature

Phone Number

Date