

FITNESS CENTER
1250 24TH STREET WASHINGTON, D.C.
WAIVER OF LIABILITY

In order to access and use the exercise and weight training facilities and equipment, including the locker rooms and restrooms, located at 1250 24th Street N.W. Washington, D.C. (the “Fitness Center”), and in consideration thereof, I hereby certify, covenant, and agree as follows:

1. I am employee of the Tenant designated below. I am in good physical condition and able to use the facilities and equipment and to participate in exercise and fitness activities available at the Fitness Center. I will do all exercise and participate in all activities at my own pace and at my own risk. I have consulted with my physician or other qualified and licensed healthcare provider to determine whether or not I should use an exercise facility and/or participate in fitness activities available at the Fitness Center. I represent that I have no disability, impairment, or ailment preventing me from engaging in active or passive exercise or that will be detrimental to my health, safety or physical condition if I do engage or participate.
2. I understand that the Fitness Center is unstaffed and unsupervised. I understand that the World Wildlife Fund, Inc. and its Agents do not represent that its employees, personnel or agents have expertise in diagnosing, examining or treating medical conditions of any kind, or determining the effect of any specific exercise, or prescribing any exercise program or instructing in the use of any exercise equipment.
3. I understand that in participating in one or more exercises or fitness activities at the Fitness Center or in use of the equipment or the facilities therein, 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, INDEMNIFY, DEFEND AND HOLD HARMLESS WORLD WILDLIFE FUND, INC. ANY OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL OR AGENTS THEREOF, FROM LIABILITY FOR ANY AND ALL INJURY, LOSS, ILLNESS, HARM OR DAMAGE RESULTING FROM MY USE OF THE FITNESS CENTER AND THE FACILITIES OR THE EQUIPMENT THEREIN, OTHER THAN THAT WHICH RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WORLD WILDLIFE FUND, INC. OR ITS AGENTS.
4. I also understand that in my accessing the Fitness Center and in my use of the facilities and equipment therein, there is a possibility of exposure to any number of communicable diseases or other illnesses that are contagious in nature (collectively, “Diseases”), and that such exposure could result in infection to myself and others (including members of my household and family) that may cause personal injury, illness, permanent disability or death. WITH RESPECT TO SUCH DISEASES, I AGREE TO ASSUME THE RISK OF EXPOSURE, INFECTION, PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY OR DEATH AND FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS WORLD WILDLIFE FUND, INC. ANY OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL OR

AGENTS THEREOF, FROM LIABILITY FOR ANY AND ALL INJURY (INCLUDING PERMANENT DISABILITY OR DEATH), INFECTION, LOSS ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO MY ACCESS AND USE OF THE FITNESS CENTER OR THE EQUIPMENT AND FACILITIES THEREIN.

5. I agree that I will wipe down and clean with disinfectant wipes all equipment and other facilities that I use in the Fitness Center before and after use. I agree that I will fully comply with all posted Fitness Center, CDC, and District of Columbia Department of Health guidelines regarding the use of face coverings and other associated safety measures that may be in place during the time of my use of the Fitness Center. I agree that I will not access or use the Fitness Center if I am sick, feel ill, have a fever or think I may have been exposed to anyone diagnosed with a contagious or communicable disease or illness. I understand DC requires that users of the Fitness Center be vaccinated for COVID-19 or entitled by law to a reasonable accommodation due to a medical condition or sincerely held religious belief, and that my employer will be asked to confirm my vaccine or accommodation status before I am provided access to the Fitness Center.
6. I grant permission for first aid to be given to me in an emergency, and agree that I will be solely responsible for any medical costs that may arise as a result thereof, or as a result of my use of the Fitness Center and/ the equipment and facilities therein.
7. I acknowledge that I have received and read a copy of the Rules and Regulations governing the use and hours of operation of the Fitness Center and the facilities and equipment therein. I agree that I will fully comply with the Rules and Regulations as they are amended from time to time.

Tenant: _____ Suite#: _____

Name (please print): _____

Signature: _____

Phone: _____ Email: _____

Date: _____

Security Key Number: _____

(Datawatch)