

**1845 WALNUT STREET
HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY
AGREEMENT RELATED TO COVID-19
FOR TENANT GYM ACCESS AND USE**

You have requested permission to access and use the tenant gym (the “Gym”) at 1845 Walnut Street, Philadelphia, PA (the “Building”).

In consideration for being permitted to access and use the Gym, I hereby acknowledge, affirm and agree to the following:

1. I am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding the Novel Coronavirus Disease (“COVID-19”). I acknowledge and understand that the circumstances and symptoms regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I agree to accept full responsibility for familiarizing myself with and following the most recent CDC modifications and updates. I am following all CDC recommended guidelines, including without limitation limiting any purposeful exposure to COVID-19. I acknowledge the contagious nature of COVID-19, and respect that the facility adheres to the CDC recommendations of practicing social distancing and wearing face coverings. I further acknowledge that Building ownership and management have put in place preventative measures to reduce the spread of COVID-19 to the best of their abilities.
2. I affirm that neither I, nor any person residing in my household, have been diagnosed with, demonstrated any symptoms of, including without limitation cough, shortness of breath, difficulty breathing, fever, chills, muscle pain, headache, sore throat, or new loss of taste or smell, or have in any way knowingly been exposed to COVID-19, within the past fourteen (14) calendar days. I further affirm that I have not been notified within the past fourteen (14) calendar days that I, nor any person residing in my household, have been exposed to COVID-19, and that neither I nor any person residing in my household have been directed to self-quarantine.
3. I affirm that I have not traveled internationally within the last fourteen (14) days, and I have not traveled to a highly impacted area within the United States in the last fourteen (14) days.
4. I agree to strictly follow all rules set by the Building in connection with the access and/or use of the Gym, and all applicable laws, rules, regulations and guidelines imposed by federal, state and/or local authorities or agencies. The Building’s current COVID-19 Gym Rules are attached hereto, and remain subject to change without notice.
5. I attest that I am fully vaccinated against COVID-19, and that at least two (2) weeks have passed after I received a second dose of the Pfizer or Moderna vaccine, or two (2) weeks have passed after I received the single-shot Johnson and Johnson vaccine, as applicable. I agree to provide a valid vaccination card reflecting the foregoing, and that Gym management reserves the right to alter and/or supplement these requirements as additional publicly-available guidance and direction is rolled out.

6. I agree that if I, or any person residing in my household, begin to experience symptoms similar to COVID-19, or if I, or any person residing in my household, are notified that I/they have been exposed to or infected with COVID-19, that I will immediately cease all access and use of the Gym. Furthermore, if I, or any person residing in my household, are notified that I/they have been diagnosed with COVID-19 and I have accessed or used the Gym within the last fourteen (14) calendar days from the date of diagnosis, I will immediately notify Building management of the diagnosis.
7. I acknowledge that I am aware that by accessing and/or using the Gym that there is a risk of being exposed to COVID-19, and/or any mutation or variation thereof. I am also aware that such an exposure can occur either directly or indirectly whether or not a mask and/or gloves are worn and that Building management and ownership cannot guarantee that by accessing and/or using the Gym that there will be no exposure to COVID-19. I further acknowledge that while certain individuals are more susceptible to becoming seriously ill if they contract COVID-19 (such as people over 65, people with serious underlying health conditions, and those with compromised immune systems), anyone, including a healthy person, is susceptible to contracting COVID-19. I have independently evaluated and reviewed the risks of being exposed to or infected by COVID-19 and have determined to participate in accessing and using the Gym with full knowledge and acceptance of the risks.
8. I understand and acknowledge that Building management and ownership cannot eliminate the risk of exposure to COVID-19 and by signing this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT**, I fully and knowingly agree to **ASSUME ALL RISKS** associated with accessing and/or using the Gym, and the exposure to or the infection of COVID-19, including without limitation any risk of illness, bodily injury, temporary or permanent disability, property damage and/or death related, directly or indirectly, to COVID-19.
9. I hereby voluntarily and knowingly agree to **RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE** the owner of the Building, its property manager(s), and their respective affiliates, subsidiaries, officers, directors, managers, managing agents, members, partners, employees, agents, representatives, attorneys, advisors, lenders, investors, contractors, predecessors, successors and assigns (hereinafter "Releasees") for any and all losses or damages resulting from illness, bodily injury, temporary or permanent disability, property damage and/or death, whether or not caused by negligence, acts and/or omissions of Releasees, which might occur as a result of my access and/or use of the Gym, including without limitation that are related, directly or indirectly, from exposure to or infection with COVID-19.
10. To the maximum extent allowed by law, I hereby agree to **INDEMNIFY AND HOLD HARMLESS** the Releasees from and against any and all claims, causes of action, demands, damages, suits, judgments, losses, costs and expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, (i) my access and/or use of the Gym, (ii) my exposure to or the infection of COVID-19, and/or (iii) my exposing or infecting others with COVID-19.

11. I agree that this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** is to be binding upon my spouse, children, heirs and assigns, and that the provisions contained herein shall be construed, interpreted and controlled according to the laws of the Commonwealth of Pennsylvania, and any and all claims relating in any way to this Agreement shall be brought and maintained exclusively in a state or federal court located in Philadelphia County, Pennsylvania. I understand and agree that this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania. In the event that any provision contained within this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** shall be deemed to be severable or invalid, unlawful or otherwise unenforceable, the remainder shall remain in full force and effect. If a court should find any provision to be invalid or unenforceable, then that provision shall be deemed to be written, construed and enforced as so limited. Electronic delivery of an executed copy of this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** shall be effective as delivery of a manually executed counterpart.
12. I agree that this permission to access and use the Gym may be revoked by the Building management or ownership without further notice should I violate any of the provisions of this Agreement.
13. I ACKNOWLEDGE THAT THIS **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY THE BUILDING FOR ME TO ACCESS AND/OR USE THE GYM. THIS **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** IS DEEMED RE-MADE BY ME EACH AND EVERY TIME I ACCESS AND/OR USE THE GYM.

IN SIGNING THIS HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the AGREEMENT, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made.

Print Name

Signature

Date