

**EXHIBIT B**  
**FITNESS CENTER – ABSOLUTE**  
**WAIVER AND RELEASE OF LIABILITY**

\_\_\_\_\_, a \_\_\_\_\_, (hereinafter referred to as “**Tenant**”) currently occupies certain space in that commercial building located at 1025 Connecticut Avenue, N.W., Washington, D.C. 20036 (hereafter referred to as the “**Building**”), which Building is owned by Blake Development Company, a Washington, D.C. general partnership (hereinafter referred to as “**Landlord**”), pursuant to the terms of that certain written “Lease Agreement”, as amended if applicable (collectively, the “**Lease**”) by and between Landlord and Tenant. Pursuant to the terms of the Lease and that certain “Fitness Center – Addendum to Lease Agreement” by and between Landlord and Tenant (the “**Addendum**”), Landlord has granted to Tenant a revocable, gratuitous license (the “**License**”) for the use by: (i) Tenant’s employees, and (ii) the employees of any Landlord-approved subtenant of Tenant (collectively, the “**Authorized Users**” or, individually, an “**Authorized User**”) of that certain fitness center (the “**Fitness Center**”) situated on the second (2<sup>nd</sup>) floor of that certain commercial building located at 1120 Connecticut Avenue, N.W., Washington, D.C. which is owned by Jack I. Bender & Sons, a Washington, D.C. general partnership (“**Bender**”). The “Lease” and the “Addendum” are referred to hereinafter, collectively, as the “**Lease**” and are incorporated herein by reference for informational purposes. The Addendum is incorporated herein by reference for informational purposes.

By executing this Fitness Center – Absolute Waiver and Release of Liability (the “**Waiver**”), the undersigned (referred to herein as the “**Participant**”) warrants and represents to Landlord that he/she is, in fact, an Authorized User. Further, as a condition-precedent to, and in partial consideration of, Participant’s use of the Fitness Center in accordance with and subject to the terms of the Addendum, Participant does hereby agree that Participant shall execute and deliver to Landlord this Waiver prior to Participant’s use of the Fitness Center. Further, Participant does hereby acknowledge and agree to all of the following terms, covenants and conditions:

1. Participant understands the nature of all activities (collectively, the “**Activities**”) for which Participant shall utilize the Fitness Center. Participant expressly acknowledges that the Fitness Center shall be unmanned and unsupervised at all times, that all Activities that Participant elects to undertake shall be self-directed by Participant and that Participant shall determine what Activities to engage in and how to engage in those Activities, all in Participant’s sole and absolute discretion. Participant shall not engage in any Activities unless Participant is in good health and in appropriate physical condition. Prior to engaging in any Activities, Participant shall consult with a physician or other medical provider of Participant’s choice regarding the contemplated Activities and has received his/her approval to engage in such Activities. If, at any time, Participant believes that any conditions at the Fitness Center and/or any of the Activities is/are unsafe, Participant agrees to immediately discontinue further participation in any such Activities. Further, Participant warrants and represents that he/she is over eighteen (18) years of age and shall participate in the Activities in

Participant's sole and absolute discretion and at Participant's sole risk. Participant does hereby grant permission to administer first aid and/or C.P.R. to Participant, to be given in the event of an emergency as determined in the sole and absolute discretion of the Landlord and/or any "Operator" (as defined herein) of the Fitness Center and/or its/their respective employees, agents and/or representatives and Participant does hereby agree to be solely responsible for any medical costs and expenses and any loss, liability and/or damage arising therefrom and/or associated therewith except to the extent directly and proximately caused by the gross negligence, willful misconduct or the violation of any applicable laws by any of the "Landlord Parties" (as defined herein).

2. **Participant fully understands that: (i) the Activities involve risk and danger of serious bodily injury and/or death (collectively "Risks"), both present and future, known and unknown, and (ii) these Risks may be caused by the conditions in which the Activities take place and/or the actions or inactions of the Participant and/or other persons participating in the Fitness Center and/or participating in the Activities. Without limiting the generality of the foregoing, Participant acknowledges that the term "Risks" shall include any risks associated with any infectious disease pandemic and/or epidemic including, but not limited to, seasonal influenza, MRSA and COVID-19 (collectively, "Diseases" or, individually, a "Disease"). Participant acknowledges and agrees that the risk of exposure to Diseases is present at all times in our daily lives including, but not limited to, while in the Fitness Center and/or engaging in the Activities and that the Landlord Parties cannot guarantee that Participant will not become exposed to, or infected with, any Diseases while in the Fitness Center and/or engaging in the Activities. Participant agrees and does hereby warrant and represent to Landlord that, at all times while Participant is in the Fitness Center, Participant shall fully comply with all applicable laws, rules (including, but not limited to, all "Rules" as defined below), regulations, guidelines and any other applicable legal requirements relating to the prevention of any Diseases issued, from time to time, by the Centers for Disease Control ("CDC"), the public health departments/officers of the District of Columbia, any other governmental or quasi-governmental authority and/or any of the Landlord Parties. For Participant's protection and the protection of others, Participant does hereby agree that Participant shall not enter the Fitness Center if Participant: (1) is experiencing any symptom of illness, including but not limited to cough, shortness of breath or difficulty breathing, fever, chills, shaking, muscle pain, headache, sore throat, or loss of taste or smell, (2) has been exposed to anyone with a suspected and/or confirmed case of COVID-19 or any other infectious Disease within the last 14 days, or (3) has been diagnosed with COVID-19 or any other infectious Disease (unless Participant has been cleared as non-contagious by a medical professional after being so diagnosed). Subject to all applicable laws, Participant hereby fully accepts and assumes any and all such Risks and any and all responsibility for any and all losses, costs, expenses and damages associated therewith or arising therefrom except for any actual and direct damages incurred by Participant which are directly and proximately caused by the gross negligence, willful misconduct or the violation of any applicable laws by any of the Landlord**

**Parties. Participant understands that, subject to applicable law, the Landlord Parties are not required to provide any surveillance or other form of security to protect the Participant or any of the Participant's personal property in or about the Fitness Center and that none of the "Released Parties" (as defined herein) shall be responsible or liable for the negligent, willful and/or criminal acts of third-parties.**

3. Except for liability for actual and direct damages directly and proximately caused by the gross negligence, willful misconduct or violation of any laws by Landlord, Bender and/or any operator of the Fitness Center (the "**Operator**") and/or their respective employees and/or agents (collectively, the "**Landlord Parties**"), none of the Landlord Parties as well as any representatives, contractors, partners (both general and limited) officers, directors and/or members of the Landlord Parties and their respective successors and assigns (the Landlord Parties and their respective representatives, contractors, partners (both general and limited), shareholders, officers, directors, and members and their successors and assigns shall be referred to herein, collectively, as the "**Released Parties**") shall, subject to applicable laws, be liable to Participant and/or any other person or entity claiming by or through Participant (including, but not limited to, any personal representatives, heirs, assigns and/or next of kin of Participant) for any losses, claims, demand, actions, causes of action, costs, expenses or any other damages of any nature whatsoever (collectively, the "**Claims**") including, but not limited to, any claim of theft or other loss of personal property, personal injury and/or death other than any Claims for direct and actual damages directly and proximately caused by the gross negligence, willful misconduct or the violation of any applicable laws by any of the Landlord Parties. Further, subject to applicable laws, Participant does hereby for himself/herself and Participant's personal representatives, assigns, heirs and next of kin release and discharge all of the Released Parties from any and all Claims arising from or associated with the Activities and/or the Fitness Center other than any Claims for direct and actual damages directly and proximately caused by the gross negligence, willful misconduct or the violation of any applicable laws by any of the Landlord Parties. Participant expressly acknowledges and agrees that all of the Released Parties are intended beneficiaries of this Waiver and each of the Released Parties shall have the full benefit of all of the provisions of this Waiver and all of the legal and equitable rights, claims and remedies as provided for herein.
4. With the exception of any Claims for direct and actual damages directly and proximately caused by the gross negligence, willful misconduct or the violation of any applicable laws by any of the Landlord Parties, Participant covenants not to sue any of the Released Parties with regard to any Claims in accordance with and subject to the foregoing and shall indemnify, defend and hold harmless all of the Released Parties from, and against any and all Claims including, but not limited to, any and all attorneys' fees (if and to the extent awarded by a court), costs and expenses associated therewith or arising therefrom. The terms, covenants and conditions of this Waiver shall survive the expiration or earlier termination of the Addendum and/or the License.

5. Participant does hereby expressly acknowledge and agree that, prior to Participant's execution of this Waiver, Participant has received and has read and does understand the rules and regulations (collectively, the "**Rules**") governing Participant's use of the Fitness Center which have been promulgated by the Landlord Parties and which Rules are incorporated herein by reference. Participant shall strictly adhere to and abide by the Rules and any other Rules promulgated, from time to time, by the Landlord Parties. Participant expressly acknowledges and agrees that Participant's breach of any of the Rules may, in Landlord's sole and absolute discretion, result in a termination or revocation of the License.
  
6. This Waiver shall be binding upon Participant and Participant's heirs, personal representatives, assigns and next of kin and any other person or entity claiming by or through Participant. Each provision of this Waiver shall be valid and enforced to the fullest extent permitted by applicable law. If any provision of this Waiver or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Waiver, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and this Waiver shall be fully enforced in accordance with the foregoing by any court of law or equity. This Waiver shall be governed by the laws of the District of Columbia (both substantive and procedural) and Participant does submit himself/herself to the jurisdiction (both subject-matter and personal) of any court of competent jurisdiction in the District of Columbia with regard to any claim, suit or proceeding arising from and/or associated with this Waiver and/or the Fitness Center.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

**PARTICIPANT DOES HEREBY ACKNOWLEDGE AND AFFRIM THAT I HAVE READ THIS WAIVER FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE WHATSOEVER AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY IN ACCORDANCE HEREWITH TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF MY CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THIS WAIVER PRIOR TO MY EXECUTION OF THIS WAIVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS WAIVER, MY USE OF THE FITNESS CENTER, AND/OR ANY CLAIM OF INJURY OR DAMAGE ARISING THEREFROM OR ASSOCIATED THEREWITH.**

**PARTICIPANT:**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Office Phone No.: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_

Work E-mail: \_\_\_\_\_

FOB#: \_\_\_\_\_

Locker Room:  Female  Male

## **Fitness Center Rules and Regulations**

These Rules and Regulations (“**Rules**”) for the use of the “**Fitness Center**”, as that term is defined in the Fitness Center - Absolute Waiver and Release of Liability (the “**Waiver**”) are established and enforced by the “**Landlord Parties**” (as defined in the Waiver), and are intended to make the Fitness Center safe, enjoyable, and pleasant for all “**Authorized Users**” (as defined herein). The Landlord Parties reserve the right to amend, delete or add, from time to time, to these Rules. The Waiver is incorporated herein by reference.

### **USE**

Only an “**Authorized User**”, or, collectively, the “**Authorized Users**” (as those terms are defined in the Waiver) may use the Fitness Center. **NO GUESTS ARE PERMITTED**, including any personal trainers. Authorized Users shall use the Fitness Center and all equipment therein solely for aerobics, fitness, weight training or athletic use. **Authorized Users shall NOT use the Fitness Center if the Authorized User: (1) is experiencing any symptom of illness, including but not limited to cough, shortness of breath or difficulty breathing, fever, chills, shaking, muscle pain, headache, sore throat, or loss of taste or smell, (2) has been exposed to anyone with a suspected and/or confirmed case of COVID-19 or any other infectious disease within the last 14 days, or (3) has been diagnosed with COVID-19 or any other infectious disease (unless the Authorized User has also been cleared as non-contagious by a medical professional after being so diagnosed).**

### **HOURS OF OPERATION**

Subject to any force majeure events including, but not limited to, any period(s) of government-mandated closure (either in whole or in part) and/or restrictions on operations, the Fitness Center may be used by Authorized Users **Monday through Friday from 7:00 AM to 7:00 PM**. The Fitness Center is closed on Saturday, Sunday, and federal holidays. **The Landlord Parties reserve the right to alter and amend, from time to time, the days and hours of operation of the Fitness Center.** The current hours of operation will be posted within or around the Fitness Center.

### **PROPER ATTIRE**

While using the Fitness Center, Authorized Users may wear appropriate clothing such as shorts, tank tops, tee shirts, warm up suits, tights or leotards. Shirts are required and appropriate footwear (tennis shoes, dance slippers, or similar footwear) must be worn at all times. Authorized Users of the Fitness Center must wear clean and appropriate attire while in the building when in transit to and from the Fitness Center which may include, but is not limited to, warm up suits and sweat suits. If required by the Landlord Parties or any applicable governmental authority, Authorized Users may also be required to wear facial coverings at all times while inside the Fitness Center, including while exercising. **Notice of any current facial covering requirements will be posted within or around the Fitness Center and all Authorized Users must comply with same.**

## **CONDUCT**

Any conduct by any Authorized User which unreasonably interferes with the use or enjoyment of the Fitness Center or any equipment therein by an Authorized User, or that disrupts or interferes with the normal, safe, orderly, or efficient operation of the Fitness Center or any equipment therein is strictly prohibited. Personal radios, iPods, tape recorders and similar equipment may not be used without headphones. If required by the Landlord Parties or any applicable governmental authority, Authorized Users may also be required to comply with social distancing guidelines while in the Fitness Center. **Notice of any current social distancing requirements will be posted within or around the Fitness Center and all Authorized Users must comply with same.**

## **FOOD & BEVERAGE/SMOKING**

With the exception of water, food and beverages are prohibited throughout the Fitness Center. Smoking or use of any tobacco products of any kind is strictly prohibited throughout the Fitness Center.

## **LOCKER ROOMS**

Locker rooms may be used to change clothes or to access the toilets/restrooms. Users must wash and sanitize hands frequently. Under no circumstance may an Authorized User store their personal belongings in the locker room at any time other than when such Authorized User is actually in the Fitness Center. If an Authorized User places a lock on a locker, the Authorized User must remove the lock (along with any personal belongings) before leaving the Fitness Center. Any locks left on lockers after closing each day will be cut off and personal belongings will be removed. The Landlord Parties are not responsible for personal belongings that are lost, stolen, or damaged while stored in lockers or within other areas of the Fitness Center. If required by the Landlord Parties or any applicable governmental authority, locker rooms may be closed or the use thereof restricted. **Notice of any such closure or restrictions will be posted within or around the Fitness Center and all Authorized Users must comply with same.**

## **SHOWERS**

Showers are provided within each locker room of the Fitness Center. Please be mindful of water conservation and other Authorized Users while using the showers. Please keep showering time to a minimum. Authorized Users should bring their own towels and hygiene products. If required by the Landlord Parties or any applicable governmental authority, the showers may be closed or the use thereof restricted. **Notice of any such closure or restrictions will be posted within or around the Fitness Center and all Authorized Users must comply with same.**

## **EQUIPMENT**

During peak periods or when others are waiting, Authorized Users shall limit the total time of their workouts to no more than sixty (60) minutes per day and shall limit the use of any one piece of equipment to twenty (20) minutes. Upon completion of their workout, Authorized Users must wipe down each piece of equipment used by such Authorized User utilizing the sanitary wipes provided in the Fitness Center and must return all such equipment to its proper location.

## **EQUIPMENT MALFUNCTIONS, UNSAFE CONDITIONS, COMPLAINTS, SUGGESTIONS**

In order to maintain the safety and the quality of the Fitness Center experience, Authorized Users must immediately report to an authorized representative of the Landlord Parties any

malfunctioning equipment, any unsafe or hazardous condition relating to the Fitness Center or any equipment therein, illness, injury, or any other disorder or defective condition within the Fitness Center. **Complaints, reporting of any dangerous or defective condition, suggestions as to the operation, maintenance, services or equipment and the like should be sent via email to 1120getfit@blakereal.com.**

**IDENTIFICATION**

If requested by a representative of the Landlord Parties, Authorized Users must present their key fob and/or ID card for identification purposes. If occupancy is required to be limited within the Fitness Center by the Landlord Parties or by any governmental authority, then each Authorized User’s use of the Fitness Center shall be limited to availability on a “first come – first served” basis. Further, Authorized Users may be required to check-in with the building security guard, answer any health screening questions if and as applicable, and provide a government issued identification card in exchange for a fob which will provide access to the Fitness Center. Upon completion of their workout, Authorized Users must return the access fob to the security guard to collect their ID card. The Landlord Parties assume no responsibility for lost or stolen ID cards. **Notice of any such occupancy restrictions and check-in requirements will be posted within or around the Fitness Center and all Authorized Users must comply with same.**

**COMPLIANCE**

Authorized Users are required to comply with the policies and procedures of the Fitness Center as stated herein or posted, from time to time, within or around the Fitness Center. If an Authorized User violates any of these Rules, the Landlord Parties reserve the right to expel such Authorized User from the Fitness Center and/or to suspend or deny such Authorized User’s access to the Fitness Center without prior notice.

**I HAVE READ THE ABOVE RULES PERTAINING TO MY USE OF THE FITNESS CENTER. I AGREE TO COMPLY WITH ALL SUCH RULES WITH THE UNDERSTANDING THAT IF I VIOLATE ANY RULES, I MAY BE EXPELLED FROM THE FITNESS CENTER AND/OR MY ACCESS TO THE FITNESS CENTER MAY BE DENIED.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

