



MORNING CALM
MANAGEMENT

WAIVER AND ACKNOWLEDGEMENT

The undersigned individual, who hereby attests that he/she is eighteen (18) years of age or older, freely executes this Waiver and Acknowledgement relating to his/her use of the fitness center located at **1945 Old Gallows Road, located in Vienna, Virginia** (the "Fitness Center").

1. I understand that there are potential risks involved in the use of the Fitness Center, **particularly in relation to the COVID-19 pandemic**. I understand that use of the Fitness Center can cause injuries and/or illness and that I am solely responsible for ensuring that I use due care in my use of the Fitness Center properly and only for the intended purposes. Knowing all of these things, I freely assume all of the risks associated with the use of the Fitness Center.
2. I have had a full physical examination by a physician within six months of today's date. Based on the examination, and my own assessment of my health since that time, I represent that I do not suffer from any physical or mental difficulties that would make it inadvisable for me to use the Fitness Center. I understand that I am responsible for having a physical examination to ensure that there is no change in my health that would make it inadvisable for me to use the Fitness Center. I will discontinue my use of the Fitness Center whenever my doctor suggests or whenever it would be prudent to discontinue in light of my physical or mental condition. **If I am feeling ill, have an elevated body temperature, or test positive for COVID-19, I will not enter the Fitness Center.**
3. I shall comply with any rules or regulations that the Landlord or Manager may establish for use of the Fitness Center, which may be modified by Landlord from time to time. I shall comply with any amendments or other modifications of those rules or regulations.
4. I am responsible for any damage I may directly or indirectly cause to any third party, the Building, or any of the items in the Fitness Center. In addition, I will inform the property manager if I notice any damage to any of the items in the Fitness Center.
5. My Datawatch card will be downloaded with access thereto. I will not let any unauthorized person into the Fitness Center. I will let the property manager know immediately if my Datawatch card is lost or stolen.
6. I hereby waive any and all claims, causes of action, demands, actions, and suits of any kind that I may now or hereafter have against the Landlord or Manager for any injury, **illness (including but not limited to COVID-19)**, loss, damage, liability, cost, or expense, including attorneys' or medical fees (collectively, "Costs") that may arise from or are related in any way to my use or intended use of the Fitness Center. I understand that this waiver is intended to be an absolute bar on any such suite or other action and that is may be pled as such.
7. I also hereby indemnify the Landlord and the Manager and hold them harmless from and against any Costs arising from or relating in any way to my use of the Fitness Center.
8. I understand that the Landlord or Manager may revoke my right to use of the Fitness Center at any time.

Date: _____

Address: _____

Employer: _____

Print Name: _____

Office Phone: _____

Signature: _____

Data watch card # _____