

# Brookfield Properties

## WAIVER OF LIABILITY

### Victor Building FITNESS CENTER

To qualify to use the exercise and weight training facilities and equipment located on P3 at 750 9<sup>th</sup> Street, NW Fitness Center, and in consideration thereof, I hereby certify, covenant, and agree to 750 Ninth Street LLC, Brookfield Properties Management LLC, Brookfield Properties Corporation and Brookfield Financial Properties, L.P. (collectively “Brookfield”) as follows:

1. I am in good physical condition and able to use the facilities and equipment and to participate in exercises and fitness activities available at the above location. I will do all exercises and participate in all activities at my own pace and at my own risk. 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 in such activities.
2. I understand that Brookfield represents that neither it nor any of its employees, personnel or agents has expertise in (a) diagnosing, examining, or treating medical conditions of any kind, (b) determining the effect of any specific exercise, (c) prescribing any exercise program, or (d) instructing in the use of any exercise equipment.
3. I understand that in participating in one or more exercises or fitness activities at the facility or in use of the equipment or the facility, 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 Brookfield and any officers, directors, shareholders, partners, employees, personnel, agents, or contractors thereof, from liability for any and all injury, loss, illness, harm or damage resulting from my use of the facility or the equipment, other than that which results from the gross negligence or willful misconduct of Brookfield.
4. I understand and acknowledge that the lockers are for daily use only and that Brookfield reserves the right to cut the lock should I leave it on past 6:00 p.m. each day. I agree to assume any risk of loss of property and to indemnify, defend and hold harmless Brookfield and any officers, directors, shareholders, partners, employees, personnel, agents, or contractors thereof, from liability for any and all loss or damage resulting from the removal of such lock.
5. I understand and acknowledge that I am an employee of the Tenant designated below, which is a tenant located at 750 9<sup>th</sup> Street NW, Washington, DC 20001.

6. **Disclosure, Waiver, and Release of Liability Agreement – COVID-19**

**Preface:** This waiver shall be required as a condition for use of the Victor Building fitness center, including without limitation, its shower and locker facilities (the “Fitness Facility”). As a condition to entry and use of the Fitness Facility, it is your responsibility to comply with the Fitness Facilities policies and procedures related to all current COVID-19 guidelines communicated by the building.

**Disclosure(s):** If you have any symptoms related to COVID-19, including, but not limited to the following: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell you will not be allowed entry into the Fitness Facility until you provide positive proof of testing negative for COVID-19.

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**Confirmation of Fitness Facility Policies and Procedures:** You acknowledge and accept the Fitness Facility's COVID-19 Policies and Procedures which have been provided to you. Should you fail to adhere to any of said policies and procedures, you will not be provided re- entry into the Fitness Facility. Additionally, you acknowledge and accept that any deviation from said policies and procedures is of your own accord and any and all corresponding consequences shall be borne exclusively by you.

**Your Express Assumption of Risk:** By signing the below, in consideration of being allowed to participate in the use of the Fitness Facility, and in acknowledging and accepting the new policies and procedures related to the reopening of the Fitness Facility, i.e. social distancing, safety, and sanitation, you, yourself, but also your heirs, executors representatives, agents, successors, assigns, and administrators (collectively "Releasor"), hereby agree and acknowledge that you are fully aware that participation in this reopening involves risk, both direct and inherent, and you accept the risk of using the Fitness Facility, even if the risk are created by the carelessness, negligence or gross negligence of 750 Ninth Street LLC, Brookfield Properties Management LLC, Brookfield Properties Corporation and Brookfield Financial Properties, L.P., and their representatives, affiliates, shareholders, partners (including partners of partners), subsidiaries and related entities, and any successors and assigns of such entities (collectively, the "Released Parties"). Furthermore, you understand and are fully aware that there are significant risks, known and unknown, involved in all aspects of your participation in the Fitness Facility. You understand that these risks include bodily injury ranging from minor sprains to death and disfigurement and include, as well as contracting COVID-19 or spreading COVID-19 to other members of the Fitness Facility. Such risks could result in minor injury, serious injury or even death; injury or death due to negligence on the part of yourself or other people around. You understand that an injury may impair your future ability to earn a living, to engage in business, social and recreational activities, and to generally enjoy life.

**Release of Claims and Liability and Indemnification Agreement:** I have read and understand the foregoing Disclosure, Waiver, and Release of Liability Agreement and I understand that by signing it I am obligated to indemnify the Released Parties for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission(s), or the negligent or intentional act or omission(s) of other parties, including without limitation, the Released Parties, this would include, but is not limited to my departure from the Fitness Facility's COVID-19 Policies and Procedures and procedures in compliance with social distancing, safety, and sanitation as required by the Washington, DC Mayor.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Released Parties from any and all claims, demands, or causes of action, which are in anyway connected with Fitness Facility, including any such claims which allege negligent acts or omissions of the Released Parties.

I accept sole financial and legal responsibility for myself in the event of injury or illness (related or unrelated to COVID-19) that I suffer or for which I am legally responsible for to a third-party and agree to indemnify and defend the Released Parties from any and all claims, demands, damages, loss of service, or expense for property damage and for personal injuries or actions brought by a third-party against Released Parties resulting or arising from my use of the Fitness Facility.

**Acknowledgment:** By signing below, I acknowledge that I have read and fully understand the information contained in this document and that I sign this Disclosure, Waiver, and Release of Liability Agreement voluntarily with the knowledge that I am waiving important legal rights.

**WAIVER OF LIABILITY**

**Victor Building  
FITNESS CENTER**

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Employee Signature

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

Email: \_\_\_\_\_

Datawatch Card #: \_\_\_\_\_

Floor & Suite#: \_\_\_\_\_

Locker Room Request:     Men's     Women's

This will certify that the employee designated herein is an employee of \_\_\_\_\_,  
Tenant.

Office Manager must sign to will certify that the employee designated herein is an employee of the Victor  
Building.

Tenant: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_