

Boro Tower Locker Room
Agreement, Consent and Waiver of Liability
8350 Broad Street, McLean VA 22102

WAIVER OF LIABILITY

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious.

In order to use the shower(s) in the fitness center located at the above referenced building (the "Showers"), I hereby certify, covenant, and agree as follows:

1. I am an employee of _____ ("Tenant").
2. I understand and acknowledge and agree that neither the owner of the building ("Owner"), nor the property management company ("Manager"), nor any of their agents, advisors or employees, have any expertise in diagnosing, examining or treating medical conditions of any kind.
3. I understand and acknowledge the contagious nature of COVID-19, and I understand, acknowledge and agree that none of Owner, Manager, or their agents, advisors or employees, can ensure that I will not become infected with COVID-19 related to the use of the Showers, or otherwise. I agree that use of and access to the Showers is strictly voluntary, that I am personally responsible for my safety and actions while using the Showers, and I agree to comply with all of Owner's and Manager's policies and rules with respect to the same, including but not limited to all policies, guidelines, signage, and instructions.
4. I understand and acknowledge and agree that Landlord may suspend the operations of any of the Showers and/or any of the services provided in connection therewith and Landlord shall not be obligated to provide any towel service and/or personal care/hygiene products such as soap, shampoo, mouthwash, etc. and I shall be solely and exclusively responsible for providing my own towel(s), soap, shampoo, mouthwash and/or any other personal care/hygiene products. Further, I understand and acknowledge and agree that the right to use the Showers provided for herein does not include the right to use the fitness facility in the Building and/or use or touch any of the associated equipment in the fitness facility including, but not limited to, free-weights, weight machines, benches, treadmills, stationary bikes, ellipticals, yoga mats, foam rollers (etc.) and I am expressly prohibited from using and/or touching any of the foregoing, and if I violate the foregoing prohibition, then Owner, Manager and/or their agents or employees may immediately revoke my right to use the Showers without notice and shall thereafter have the right to prohibit me from accessing such Showers. I agree not to utilize any of the Showers at any time that I am feeling physically unwell and/or have a temperature of greater than 100.4 degrees Fahrenheit.
5. With full awareness and appreciation of the risks involved, I voluntarily assume all risks with respect to use of the Showers and that such risks may include personal injury, illness, permanent disability, and/or death. I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby release and discharge Owner and Manager, their respective officers, agents, employees, personnel, partners, directors, shareholders, affiliates and other representatives, and their successors and assigns (collectively, the "Released Parties"), from any and all liability, harm and damage, and waive any and all claims whatsoever, for any injury, illness, permanent disability, death, and/or loss in connection with my use of the Showers.


BORO TOWER

In addition, I hereby agree to defend, indemnify and hold harmless the Released Parties from any and all costs, claims, liability, harm, damage or expenses resulting from any of the foregoing.

- 6. By signing below, I acknowledge and represent that I have read the foregoing Agreement, Consent and Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the release of liability and indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Showers to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Agreement, Consent and Waiver of Liability shall be governed by and construed in accordance with the laws of the jurisdiction in which the Building is located, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of this Agreement, Consent and Waiver of Liability as a whole.

USER:

Employer Name:

Employee Name (Please Print):

Suite Number

Signature

Telephone

Date

Select one:

Men's

Locker Room

Women's Locker

Room

Access Key Number: _____