

# FITNESS CENTER RULES & REGULATIONS & WAIVER OF LIABILITY

The following **Rules and Regulations** are intended to make the Fitness Center at 80 M Street as safe, enjoyable and pleasant as possible for all members. These Rules and Regulations are applicable to all members, their partners, directors, and employees and may be changed from time to time by Columbia Property Trust in order to provide for the safe, orderly and enjoyable use of the Center's facilities and equipment.

The terms "Fitness Center" and "Facility" shall be used interchangeably. The terms "Member" and "Tenants" shall also be used interchangeably. The term "Managing Agent" refers to the fitness center staffing that will provide the services noted below. All references to "use" of the Fitness Center shall include any entry into and/or use of the Fitness Center, locker rooms, shower facilities or any part thereof.

1. Hours of Operation: The Fitness Center may be used by building tenants during the following hours:

Monday through Friday	Saturday	6:00 a.m. to 7:00 p.m.	7:00
a.m. to 1:00 p.m.			

The Fitness Center may be closed at the Landlord's sole discretion. Tenants will be notified at least 24 hours in advance of any closing, unless such closing is due to emergency repairs and maintenance. The Landlord reserves the right to adjust hours of operation.

2. Access: Access cards/fobs will be needed for entry and will be programmed upon the individual signing of the Waiver of Liability form. Columbia Property Trust and Managing Agent assume no responsibility for lost or stolen access cards/fobs.
3. Clothing: The minimum attire at the facility shall be gym shorts, tee shirts, socks and tennis shoes. Any conventional exercise attire is permissible, including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes, or similar footwear must be worn at all times. Users of the Center must wear clean and appropriate attire when in transit to and from the Center, which may include, but not be limited to, warm-up suits and sweat suits.
4. Conduct: Any conduct which unreasonably interferes with the use or enjoyment of the Center or the equipment by other tenants, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Center or the equipment is strictly prohibited.

Tenants should not engage in loud or lengthy phone conversations in the Fitness Center. Tenants in violation of this rule will be subject to immediate expulsion.

5. Use of Facility:

- a. Only those individuals that are employed by a tenant at 80 M Street (which tenant has signed the accompanying Release Agreement (COVID-19)) and have signed a Waiver of Liability and programmed access may use the Fitness Center. **NO CHILDREN OR GUESTS/VISITORS INCLUDING, BUT NOT LIMITED TO, PERSONAL TRAINERS (OR THE LIKE) ARE PERMITTED AND ANY PERSONAL TRAINING NEEDS TO BE COORDINATED THROUGH THE FITNESS CENTER STAFF (MANAGING AGENT) AS FURTHER DETAILED IN PARAGRAPH 2 ABOVE.** Any unauthorized person using the Fitness Center will be asked to leave by Management. Any Tenant or employee allowing guests, visitors or unauthorized personnel to gain access or use the Fitness Center shall have his/her own privileges revoked.
- b. The Fitness Center may not be reserved for private use.
- c. Food and beverages except for water are prohibited and shall not be brought into the Fitness Center or locker areas for consumption. Alcohol, smoking, or any consumption of tobacco products or alcoholic beverages is strictly prohibited.
- d. Daily lockers (equipped with combination locks) are available to all members on a first come, first serve basis while they are utilizing the Fitness Center. For safety and hygienic reasons, personal belongings are not allowed to be stored beyond your daily workout time. Nightly locker inspections will be conducted and any items left in the lockers will be removed. Columbia Property Trust and Managing Agent will not be responsible for the damage or loss of any personal property left in this facility.
- e. All equipment should be wiped down after use. All equipment, including but not limited to plates, dumbbells and other ancillary equipment shall be returned to its proper location after use.
- f. Tenants and/or employees shall be liable for any property damage of the Fitness Center. **NO DROPPING OF THE FREE WEIGHTS.**
- g. No individual shall leave any litter, trash, debris or clothing in the Facility. These items should be placed in the appropriate waste receptacles and all towels should be disposed of properly in the hampers.
- h. Usage of the fitness center is at the users own risk. All users of the Facility should be in good physical condition and consult with their personal physician or licensed health care provider in order to determine their level of fitness, whether they may begin or participate in a regular exercise program.
- i. Management, including but not limited to owner, agents, employees, officers, and directors shall not be liable to the Member nor any other person for any claims, demands, injuries, damages, actions or causes of action, whatsoever, arising out of or connected with the use of the Fitness Center by the member.
- j. Individuals should exercise good judgement with their exercise activity and pace themselves accordingly. Participants who experience pain, dizziness, nausea, or

shortness of breath while exercising should cease their (exercise) activity immediately.

6. Solicitations and Petitions: Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.
7. Notices, Complaints, or Suggestions: Tenants must immediately notify Columbia Property Trust in the event they discover any unsafe or hazardous defect or condition relating to the Fitness Center or the equipment, or any serious breakage, fire, or disorder at the facility. Complaints or suggestions as to the operation, maintenance, services, or equipment at the Center are welcome. Such notices, complaints or suggestions should be sent to the Columbia Property Trust Management Office.
8. Headphones: All members are required to use headphones for any personal audio devices utilized while in the facility. Headphone jacks are also available for use on fitness equipment that contains a television monitor.
9. Violation of Rules: Repeated failure or refusal to comply with any of these Rules and Regulations may result in the loss of membership privileges.

## WAIVER OF LIABILITY

As a condition to, and in consideration of, my use of the fitness center, including but not limited to the cardio, strength and group training facilities and equipment and locker rooms located at 80 M Street SE, Washington, DC, (the "Center"), I hereby certify, covenant and agree as follows:

1. I am in good physical condition and am able to use the facilities and equipment at the Center, and to participate in exercise and fitness activities available therein. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in any exercise and fitness activities, or that would result in my participation creating a risk of danger to myself or to others. I further certify that I have not been advised or cautioned otherwise by a medical practitioner. I will do all exercise and participate in all activities at the Center at my own pace and at my own risk. I understand that the Center may not have staff on-site and may be unsupervised during certain operating hours.
2. I understand that the employees, management and contractors of 80 M Street, including but not limited to its managing agent, do not represent that they have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on such medical condition.
3. I am eighteen (18) years old or older and am fully competent to sign this waiver.
4. I am aware of the highly contagious nature of Coronavirus Disease 2019 (COVID-19) or other infectious diseases (individually, a "Disease", and collectively, the "Diseases") and the risk that I may be exposed to or contract a Disease by engaging in the use of the fitness center, including, being in close proximity to other occupants and users of the same and being subject to exposure to individuals who are symptomatic or asymptomatic carriers of a Disease. The exposure to or infection with a Disease may result in serious illness, personal injury, permanent disability, or death. The risk may result from or be compounded by the actions, omissions, or negligence of others, including the Indemnitees. The Indemnitees cannot prevent myself from becoming exposed to, contracting, or spreading a Disease while utilizing the fitness center. My physical presence at the fitness center may increase my risk of contracting a Disease. Prior to each occurrence of utilizing the fitness center, I hereby confirm, and shall be deemed to confirm, that statements (i) - (iii) of this Section are true. If any of the following statements are not true, then I shall refrain from participation or utilization until all statements are true: (i) I am not experiencing symptoms of any Disease (such as a cough, shortness of breath, or fever); (ii) I do not have a confirmed or suspected case of any Disease; and (iii) I have not come in contact in the last ten (10) days with a person who has been confirmed to have a Disease, suspected to have a Disease, or directed to self-quarantine. I understand that the

Centers for Disease Control and Prevention and the District of Columbia have issued guidance documents and restrictions related to minimizing the exposure of COVID-19 in the workplace (collectively, the "Guidance Documents"). I acknowledge that I have reviewed the Guidance Documents. I shall comply with all federal, state, and local laws, orders, directives and guidelines applicable to the Disease, including, but not limited to, requirements related to hand sanitization, social distancing, and the use of face coverings and safety equipment. I shall stay at least six (6) feet away from any other person while at the fitness center. I shall use hand sanitizer and/or wash my hands before and after entering the fitness center and before and after using any other facility or restroom during the use of the fitness center. If, at any time during the my presence on the fitness center, I experience symptoms of a Disease, I shall immediately cease use of the fitness center and shall vacate the same.

5. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASES, I AM VOLUNTARILY ENGAGING IN THE USE OF THE FITNESS CENTER WITH KNOWLEDGE OF THE DANGER INVOLVED.
6. I understand that in participating in one or more exercise or fitness activities at the Center or in my use of the facilities therein, there is a possibility of accidental or other physical injury, illness, permanent disability, death and/or of loss of or damage to my personal property including, but not limited to, from the contraction of a Disease. **I AGREE TO ASSUME ALL RISK OF SUCH INJURY, ILLNESS, PERMANENT DISABILITY, DEATH AND/OR LOSS OF OR DAMAGE TO PROPERTY, AND FURTHER AGREE TO WAIVE ANY RIGHT TO BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE FOLLOWING AND FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS WELLS REIT II - 80 M STREET, LLC, COLUMBIA PROPERTY TRUST, INC., COLUMBIA PROPERTY TRUST OPERATING PARTNERSHIP, L.P., COLUMBIA PROPERTY TRUST SERVICES, INC., AND ANY OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL OR MANAGING AGENTS THEREOF (COLLECTIVELY, THE "INDEMNITEES"), FROM ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM OR SUIT WHATSOEVER FOR ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO MY USE OF THE CENTER OR THE EQUIPMENT AND FACILITIES LOCATED THEREIN, EXCEPT TO THE EXTENT SUCH AN INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTIES.**
7. I further grant permission for first aid, CPR, AED and other assistance to be given to me in an emergency and agree that I will be solely responsible for any medical costs which may arise as a result thereof or as a result of my use of the Center and/or the equipment and facilities located therein.
8. I acknowledge that I have received and read a copy of the Rules and Regulations governing the use and hours of operation of the Center and the equipment and facilities located therein. I agree that I will fully comply with these Rules and Regulations as they are amended from time to time.

9. I agree that this Waiver of Liability is binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and my and their agents.
10. I understand and agree that this agreement is intended to be as broad and inclusive as is permitted by the District of Columbia, and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this agreement and does not affect the validity and enforceability of any remaining provisions.

Print Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Suite Number: \_\_\_\_\_

Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Access Card: \_\_\_\_\_

# RELEASE AGREEMENT (COVID-19)

THIS RELEASE AGREEMENT (COVID-19) (this "*Agreement*") is dated \_\_\_\_\_ and is made by the undersigned ("*Tenant*").

WHEREAS, WELLS REIT II - 80 M STREET, LLC, a Delaware limited liability company ("*Landlord*"), is the owner of that certain real property commonly known as 80 M Street, S.E. Washington, DC (the "*Property*");

WHEREAS, Landlord and Tenant have entered into a lease agreement (as amended, the "*Lease*") for the use and occupancy of certain premises within that certain building located at the Property (the "*Building*");

WHEREAS, Tenant desires to use, and, to the extent permitted under the Lease, permit certain its employees ("*Tenant's Employees*") to use the fitness center (the "*Fitness Facility*") serving the Property;

WHEREAS, the World Health Organization, an agency of the United Nations, and the Centers for Disease Control and Prevention, a federal agency of the United States of America, have recognized the proliferation of Coronavirus Disease 2019 (COVID-19) (the "*Disease*") as a global pandemic;

WHEREAS, Tenant acknowledges and understands that exposure to the Disease may result in serious illness, personal injury, disability or death, and Landlord cannot prevent Tenant or any of Tenant's Employees from becoming exposed to, contracting or spreading the Disease while Tenant or any of Tenant's Employees utilize the Fitness Facility;

WHEREAS, notwithstanding the dangers posed by the Disease, Tenant has requested that Landlord grant Tenant and Tenant's Employees access to the Fitness Facility; and

WHEREAS, as a condition to Landlord granting Tenant and Tenant's Employees access to the Fitness Facility, Landlord is requiring Tenant to execute this Agreement and each of Tenant's Employees to execute a Waiver of Liability, the form of which has been provided to Tenant prior to the date of this Agreement.

NOW, THEREFORE, Tenant hereby agrees as follows:

1. Recitals: The recitals set forth above are hereby incorporated herein as if set forth in full in the body of this Agreement.

2. Release: Tenant hereby forever releases and waives Tenant's right to bring suit against Landlord and its owners, officers, directors, managers, officials, trustees, agents, employees or other representatives (collectively, the "Released Parties") in connection with any claim arising from or attributable to the exposure, infection and/or spread of the Disease related to the use of any portion of the Fitness Facility ("Disease-Related Claims") by Tenant or any of Tenant's Employees, except for those claims arising out of gross negligence or willful misconduct of any of the Released Parties. Tenant understands that this release means that Tenant is relinquishing its right to bring any Disease-Related Claims arising from the use of any portion of the Fitness Facility by Tenant or any of Tenant's Employees, including Disease-Related Claims for personal injuries, death, disease, or any other loss, including, but not limited to, claims of negligence, and is relinquishing any claim Tenant may have to seek damages, whether known or unknown, foreseen or unforeseen; provided that this release shall not apply to claims of gross negligence or willful misconduct of any of the Released Parties. Tenant covenants not to make or bring any such Disease-Related Claim against any of the Released Parties arising or attributable to the use of any portion of the Fitness Facility by Tenant or any of Tenant's Employees and forever releases and discharges the Released Parties from liability under such claims.
  
3. Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
  
4. Binding Nature: This Agreement is binding on Tenant, its heirs, successors and assigns and anyone claiming for or through Tenant and shall inure to the benefit of the Released Parties and their respective successors and assigns.
  
5. Choice of Law: All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of Washington, DC without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

Company Name: \_\_\_\_\_

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

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