

**Georgetown Squared
FITNESS CENTER****LIABILITY WAIVER AND ACKNOWLEDGMENT**

SDC Creative, LLC, has provided certain individuals with a license to access and use the fitness center (the "Fitness Center"), an unsupervised and unstaffed exercise room, located at 5601 6th Ave South, Seattle, WA 98108.

LIABILITY WAIVER AND RELEASE OF CLAIMS – PLEASE READ CAREFULLY:

The undersigned hereby acknowledges that there are inherent risks to exercising and using the exercise equipment located in the Fitness Center, particularly when such use is unsupervised. The undersigned **EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISKS ASSOCIATED WITH EXERCISING AND USING THE FITNESS CENTER** and the equipment located therein. In consideration of SDC Creative, LLC providing the undersigned with an electronic pass card that will allow the undersigned to access the Fitness Center between 6:00am – 8:00pm Monday – Friday and 7:00am – 1:00pm Saturdays, the undersigned, on behalf of itself and its heirs, executors, administrators, assigns, successors, and representatives, does **HEREBY RELEASE AND DISCHARGE FOREVER** SDC Creative, LLC, its affiliates, agents, property managers, asset managers, contractors, officers, employees, members, and successors and assigns from **ALL LIABILITIES**, claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, manifest or latent, which the undersigned now owns or holds, has at any time heretofore owned or held or may at any time own or hold by reason of any matter or thing arising out of or relating to the undersigned's use of the Fitness Center.

The undersigned does hereby further declare itself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent its participation in any of the activities and programs of the Fitness Center or use of the exercise equipment and machinery. The undersigned has also been informed and understands the recommendation for a physician's approval for its participation in an exercise/fitness activity or in the use of exercise equipment and machinery. The undersigned also acknowledges and understands that it has been recommended that the undersigned have an annual or more frequent physical examination and consultation with a physician regarding physical activity, exercise, and training equipment so that the undersigned might have recommendations concerning these fitness activities and equipment use. The undersigned acknowledges and agrees that it has either had a physical examination within the last year and has been given permission by a physician to participate, or that the undersigned has decided to participate in activities and/or use the fitness center services, exercise equipment and machinery without the approval of a physician and does hereby assume all responsibility for participation in activities, and utilization of, exercise equipment and machinery in connection with such activities.

The undersigned further understands and acknowledges that novel coronavirus ("COVID 19") infections have been confirmed throughout the United States, including in the State where the Fitness Center is located. The undersigned acknowledges that the Centers for Disease Control and Prevention

("CDC") has advised that COVID-19 is transmitted mainly from person-to-person, including through respiratory droplets, and may be spread by people who are not showing symptoms. Accordingly, the undersigned acknowledges and agrees that there is an inherent risk of exposure to COVID 19 through use of the Fitness Center and that the owner and manager of the facility cannot ensure that the Fitness Center will be free of COVID-19 infection and/or of individuals with COVID-19 infection. The undersigned certifies that it will not enter the Fitness Facilities if it has tested positive for COVID 19 within the last thirty (30) days or been exposed to someone that has tested positive for COVID 19 or is believed to have contracted COVID 19 within the last thirty (30) days, nor will the undersigned enter the Fitness Center if it has, or has been exposed to someone with, any of one of the following known symptoms of COVID 19: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

The undersigned acknowledges that the license granted by SDC Creative, LLC is limited to the undersigned's personal use of the Fitness Center. The undersigned agrees *not* to provide any other individual, including family members, with entrance to or use of the Fitness Center.

SDC Creative, LLC may terminate the undersigned's right to access and use the Fitness Center at any time, with or without notice. The undersigned agrees to return the electronic pass card to SDC Creative, LLC or its property manager and to terminate further use of the Fitness Center at such time that the undersigned is no longer employed with a company leasing space at 5601 6th Ave South, Seattle, WA 98108 ; Georgetown Squared.

I have read, understood and accepted the conditions of the **LIABILITY WAIVER AND ACKNOWLEDGEMENT** printed above:

Date: _____

(Signature)

Printed

Name: _____

Company: _____

FOR MANAGEMENT OFFICE PURPOSES ONLY:

Electronic Pass Card Number: _____

Date Issued: _____

Initials: _____