

Tysons Pointe
8300 Greensboro Drive / 1600 International Drive
EXERCISE FACILITY LICENSE AGREEMENT
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This License Agreement, hereinafter referred to as the "License Agreement", or the "License", is made and entered into by _____ ("Licensee") and 8300 Greensboro Owner, LLC ("Licensor"), the owner of the building located at 8300 Greensboro Drive, McLean, VA 22102 (the "Building").

The License Agreement shall govern Licensee's use of the exercise facility located in the Building (the "Facility") and is executed by Licensee in consideration of permission to use the Facility hereby granted by Licensor. Licensee acknowledges that he/she has carefully reviewed this License Agreement and fully understands all of its provisions prior to signing.

Licensee covenants and agrees as follows:

1. Licensee agrees to use the Facility and all of the apparatus contained therein in its proper manner, consistent with the purposes for which such Facility and apparatus were designed and in full compliance with all rules and regulations for use thereof, and for the use of the Building, promulgated or which may be promulgated by Licensor.
2. Any damage to the apparatus of the Facility directly or indirectly caused by Licensee shall be the responsibility of Licensee, who shall reimburse Licensor promptly therefore upon demand.
3. Licensee represents that he/she has had a full physical examination by a physician within six (6) months prior to the date of this License Agreement and does not suffer from any physical conditions which would make Licensee's use of the Facility unsafe or otherwise medically or physically inadvisable for him/her. Licensee also represents that he/she will continue to have full physical examinations on a regular basis as recommended by his/her physician or otherwise when his/her physical condition would prudently dictate such discontinuance.
4. Licensee understands that this License is non-transferable and is personal to him/her, and Licensee agrees not to permit entry to the Facility by any person who has not signed a similar License Agreement with Licensor.
5. Licensee shall, and does hereby, indemnify and hold harmless Licensor from any and all loss, damage, liability, cost, expense or claim (including without limitation reasonable attorney's fees and all costs) arising from or in any way relating to a breach of Licensee's representation contained in Paragraph 4 above.
6. Licensee hereby agrees to fully and completely comply with any and all rules and regulations for use of the Facility or Building established by Licensor or the property manager for the Building and any charges or amendments thereto.
7. Licensee acknowledges that use of the Facility may result in injury or illness to Licensee and the Licensor makes no representations express or implied, to Licensee with regard to the safety of the Facility, its layout and the apparatus. Licensee hereby agrees that the use of the Facility and all apparatus shall be undertaken by Licensee at his/her own risk. Licensee further agrees that neither the Licensor, the facility designer nor the property management firm shall be liable either to licensee or to any other person for any claims, demands, injuries, damages, actions or causes of action whatsoever arising from or in any way connected with use of the Facility and the apparatus and the terms, conditions, and provisions of the License. Licensee shall, and does hereby, indemnify and hold harmless, Licensor from and against any and all loss, damages, liability, cost, expense or claim (including without limitation, reasonable attorney's fees and all costs) incurred by Licensor and occasioned by or in any way related to or connected with the use of the Facility by Licensee. Licensee, hereby forever releases and discharges Licensor, the facility designer and the property management firm from all acts on the part of Licensor, the facility designer, the property management firm and their contractors, agents and employees.
8. Licensor may cancel this License at any time upon notice to Licensee.
9. This License contains the entire agreement between the parties hereto, and there are no understandings, representations or warranties of any kind except as set forth in this License Agreement.

The undersigned has executed this License Agreement on the day and year written below.

Licensee

Date

Tenant Company Name/ Suite #

Fob/Card Access Number

Tysons Pointe
8300 Greensboro Drive / 1600 International Drive
COVID-19 ASSUMPTION OF RISK, WAIVER, AND RELEASE
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I, _____, am an employee with a tenant in the building located at 8300 Greensboro Drive, or 1600 International Drive, McLean, Virginia (“Building”) who has a lease (“Lease”) with the owner of the building (“Landlord”). I acknowledge that there is currently a public health emergency. I understand that the Landlord has conditionally agreed (while the public health emergency is in effect and the requirements of Commonwealth of Virginia Executive Orders are in effect) to open certain amenity spaces in the Building, including the fitness center in the Building, tenant lounge, and conference center (collectively, the “Amenities”) to persons who agree to the terms set forth in this Assumption of Risk, Waiver, and Release (the “Release”). I have read and understand the Release and have had an opportunity to seek counsel if I have any questions about it.

I understand that I can only use the Amenities during the public health emergency in accordance with the Landlord’s published policies. I understand that Governor Northam’s Executive Orders (“Executive Orders”) published in connection with the current public health emergency may impose a variety of guidelines regarding use of the Amenities. In keeping with the Executive Orders, and in addition to the rules and regulations that normally apply to the use of the Amenities, I agree to the COVID-19 related requirements and restrictions as they may change from time to time (“COVID Requirements”):

- I will use hand sanitizer (or, if possible, wash my hands with hot water and soap for the recommended period of time) before opening the door to the Amenities and before entering the elevator when leaving the Amenities.
- I will not use the Amenities if I feel ill, have a temperature above 100.4 Fahrenheit, or have been exposed within the past 14 days to anyone diagnosed with COVID-19 or symptomatic for COVID-19.
- I will wipe down all furniture, including gym equipment and fitness facility locker room benches, with disinfecting wipes provided in such facilities before and after my use.
- I will follow any instructions or requests related to the use of the Amenities given by any member of the Property Manager’s staff from time to time.
- If not fully vaccinated for COVID-19, I will wear a mask or other face covering while using the Amenities (other than exercising) unless I have a medical condition or other reason permitted as an exception under the Executive Orders).

I understand that I am solely responsible for complying with the COVID Requirements set forth above and that neither the Landlord nor the Landlord’s property manager (“Property Manager”) is responsible for supervising compliance with the COVID Requirements. I understand that if I do not strictly comply with the COVID Requirements I may not be allowed to use the Amenities during the public health emergency or until the Amenities are open without COVID Requirements. I understand Landlord may decide to close the Amenities at any time, without notice.

I acknowledge that the surfaces I may come into contact with may not have been disinfected before my use and that I may be at greater risk of contracting COVID-19 if I decide to use the Amenities. I acknowledge the contagious nature of COVID-19, and I understand that I am using the Amenities at my sole risk. I voluntarily assume the risk that I may be exposed to or infected with COVID-19 through my decision to use the Amenities, and I accept sole responsibility for any injury, disability, illness and even death that I may experience in connection with Covid-19. Neither Landlord nor Property Manager has made or is making any representations, warranties, or promises that the Amenities have been sanitized or disinfected and/or are free from COVID-19 or any other pathogen or that it is safe for me to use the Amenities. I am legally competent to make the decisions that I am making and to take the actions that I am agreeing to take. I will notify the Property Manager at 703-761-7577 or at vatenantservices@quad1.com immediately if I become sick with Covid-19 after my use of any of the Amenities.

I hereby release, covenant not to sue, and discharge Landlord and Property Manager, and their respective members and shareholders, lenders, and the parents, subsidiaries, affiliates, directors, officers, trustees, employees and agents of any of the foregoing (“Landlord Parties”), from and against any and all costs, demands, lawsuits, actions, causes of action, settlements, judgments, or claims of any kind (each a “Claim”) whatsoever arising out of or relating to my use of the Amenities. This release is an absolute bar to any Claim and may be pleaded as a bar in any lawsuit or other Claim. Further, I indemnify the Landlord Parties from and against any and all Claims, including the costs of defending any Claim (and the legal fees incurred in such defense) asserted by me or on my behalf or by any party alleging a Claim that is directly or indirectly related to my use of the Amenities, including, but not limited to, a Claim that I contracted or caused such party to contract COVID-19 as a result of my use of the Amenities.

The provisions herein are several; if any provision herein is found to be unenforceable, it shall not render the other provisions unenforceable.

Name: _____

Date: _____