



**Exercise Facilities Use, Waiver, and Release Agreement**

Date: \_\_\_\_\_ Fee: \_\_\_\_\_ Access Card #: \_\_\_\_\_  
Name: \_\_\_\_\_  
Employer Name: \_\_\_\_\_  
Building Address: \_\_\_\_\_ (“Building”)  
Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Emergency Contact & Telephone Number: \_\_\_\_\_  
Age: \_\_\_\_\_ (I acknowledge that I must be at least 18 years old to use the Exercise Facilities.) M/F

I, the undersigned, wish to use the exercise facilities in and around the Building that are made available to Building tenants, including without limitation, any indoor exercise facility and its exercise equipment and amenities (including any restrooms, lockers and shower facilities), jogging trails, volleyball and basketball courts, and sports fields (collectively, “Exercise Facilities”). I understand that there are inherent risks in participating in an exercise program and I assume full and sole responsibility for my use of the Exercise Facilities. I certify to Management Parties (defined below) that I know of no medical conditions that would restrict my ability to exercise and I understand that it is my responsibility to seek medical care and advice from a doctor to confirm that I am able to exercise.

I acknowledge the owner of the Building (“Owner”) may elect to charge a fee in connection with my use of any or all of the Exercise Facilities (“Fee”). Owner may increase the amount of such Fee from time to time. Such fee may be a use fee, a towel charge, and or a maintenance fee. Owner may also charge me a fee for my access card, key, or fob (“Access Device”). I will pay the Fee consistent with the payment instructions provided by Owner. Owner may elect to bill me monthly, annually, or impose a one-time fee. I agree to pay the amount of the Fee within 30 days after receiving the bill for the Fee. Bills for the Fee may be delivered to me by mail or email. I understand that my Access Device may be automatically deactivated unless I have paid in full the Fee. I agree to pay Owner for the costs to replace the Access Device if it is lost, destroyed, or not functioning. Should I cause any damage or destruction to any part of the Exercise Facilities, I will pay to Owner the costs to repair and or replace such damage or destruction. Owner may elect to cause the Exercise Facilities to be operated by a designee of Owner. In such case, Owner may elect to require that I pay directly to such operator the Fee and any other amounts due under this agreement.

I agree that Owner, Brandywine Realty Trust, Brandywine Operating Partnership, L.P., any operator of Exercise Facilities, and any of their respective officers, directors, shareholders, partners, members, employees, representatives, agents, vendors, contractors, affiliates, and subsidiaries (direct and indirect), successors, and assigns (collectively, “Management Parties”) will not be liable or responsible for any injuries to me resulting from my use of

the Exercise Facilities, and I expressly waive, release, and discharge the Management Parties from any and all liabilities, claims, demands, or causes of action that I have or may have, now or in the future, known or unknown, relating to, arising out of, or are in connection with my use of the Exercise Facilities, including, without limitation, any claims for personal injury (including sickness and death), regardless of how such injury may arise and regardless of who is at fault or whose negligence causes the injury, even if the injury is caused by the negligence or fault of the Management Parties. I also agree that the Management Parties will not be liable or responsible for damage to or loss of any of my personal property, and I waive, release, and discharge any claims, demands, or causes of action against the Management Parties in connection therewith. The terms of this agreement are binding upon my heirs, executors, administrators, and assigns.

Owner, in its sole discretion, reserves the right to suspend, revoke, or terminate my use of all or any portion of the Exercise Facilities for: (i) failure to comply with the terms and conditions of this agreement, or any rules and regulations that Owner may from time to time publish or post; or (ii) behavior or conduct that is in the sole opinion of Owner prejudicial to the welfare, good order, and character of the Exercise Facilities; or (iii) any reason whatsoever or no reason at all. It is expressly understood that the loss of the privilege of use of the Exercise Facilities will be without refund of any Fees already paid. Further, if any information and/or representation in this agreement made by me is not true and correct, whether or not relied on by Owner, Owner will at any time have the right to terminate this agreement. Upon termination, Owner will have no further responsibility to me. The provisions of this agreement are binding upon me during the term of this agreement and after the termination or expiration of this agreement.

I acknowledge that my use of and access to the Exercise Facility is subject to my compliance with the terms and conditions of ARM’s lease with the Owner and rules and regulations therein. The provisions of this agreement are binding upon me during the term of this Agreement and after the termination or expiration of this Agreement.

I represent that I am at least 18 years old.

**ACKNOWLEDGED AND AGREED:**

Signature: \_\_\_\_\_

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



### **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

Novel Coronavirus (COVID-19) is a highly contagious disease that is spread mainly from person-to-person contact. The World Health Organization declared the COVID-19 outbreak a Public Health Emergency of International Concern. On March 13, 2020, the President of the United States declared the COVID-19 outbreak a national emergency. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people and restricted or limited the use of indoor recreation, health, and wellness facilities.

Pursuant to state and local orders, occupancy in gyms and wellness facilities must be limited to 50%. Additionally, Owner has put in place preventative measures to reduce the spread of COVID-19; however, Owner cannot guarantee that you will not become infected with COVID-19. Further, use the Exercise Facilities could increase your risk of contracting COVID-19.

An inherent risk of exposure to COVID-19 exists in any public space where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention (CDC), senior citizens and persons with underlying medical conditions are especially vulnerable.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by using the Exercise Facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Owner employees, agents, and representatives, and third-parties. I agree to comply with the stated and customary terms and conditions for participation and use of the Exercise Facilities together with state, local and CDC guidelines for the protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence at or use of the Exercise Facilities, I will cease use of the Exercise Facilities and bring such to the attention of Owner. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to me (including, but not limited to, personal injury, disease, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my use of the Exercise Facilities, whether foreseeable or unforeseeable ("Claims").

To the fullest extent permitted by law, I hereby release, covenant not to sue, discharge, and hold harmless Owner, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Owner, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after use of the Exercise Facilities.

#### **ACKNOWLEDGED AND AGREED:**

Signature: \_\_\_\_\_

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