

AGREEMENT, CONSENT AND WAIVER OF LIABILITY
PTO Fitness Center

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 amenities located at the PTO Fitness Center in the Knox Building including, but not limited to, the fitness facility and associated equipment, fitness center restrooms and showers, conference facility, wellness rooms, and tenant lounges (hereinafter collectively referred to as, "Amenities"), I hereby certify, covenant, and agree as follows:

1. I understand and acknowledge and agree that neither the owner of the building ("Owner"), nor the property management company ("Manager"), Fitness Association for the Patent & Trademark Office ("FAPTO"), Professional Fitness Management, LLC ("ProFIT") nor any of their agents, advisors or employees, have any expertise in diagnosing, examining or treating medical conditions of any kind.
2. 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 Amenities, or otherwise. I agree that use of and access to the Amenities is strictly voluntary, that I am personally responsible for my safety and actions while using the Amenities, 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.
3. I understand and acknowledge and agree that Landlord may suspend the operations of any of the Amenities and/or any of the services provided in connection therewith (i.e. Landlord may suspend any towel service and/or the provision of personal care products such as soap and shampoo provided for the showers located within the fitness facility and Landlord may require that individuals provide the same for themselves). I agree not to utilize any of the Amenities at any time that I am feeling physically unwell and/or have a temperature of greater than 100.4 degrees Fahrenheit.
4. With full awareness and appreciation of the risks involved, I voluntarily assume all risks with respect to use of the Amenities 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, FAPTO, ProFIT, 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 Amenities. 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.

5. 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 Amenities 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:

Member Name (PLEASE PRINT): _____

Member Signature: _____

Date: _____