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**AGREEMENT FOR TENANT USE OF THE BASKETBALL COURT FACILITY**

IN CONSIDERATION of being permitted to utilize the basketball court and related facilities and services (hereafter “Basketball Court Facility”) in the building located at 1776 Eye Street, NW, Washington D.C. (the “Building”), I agree, on behalf of myself, my personal representatives, assigns, heirs, and next of kin, to the following:

1. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the owners of the Building (the “Owners”), their agents, representatives, employees, contractors and/or all other personnel providing services to the Basketball Court Facility or other portions of the Building (individually and collectively referred to as the “Released Parties”), from any and all liability to me, my personal representatives, assigns, heirs, and next of kin for any and all claims, demands, obligations, losses, expenses, costs or damages on account of injury to me or my death, or damage to or loss of or to any of my property, at any time now or in the future, arising out of the use of the Basketball Court Facility including, without limitation, any breach of the rules, regulations or policies governing the Basketball Court Facility, from any cause whatsoever (individually and collectively, the “Released Matters”). I voluntarily and knowingly assume the risk of all such injury, death, damage, expense, claim or loss, including but not limited to exposure to COVID-19. This provision shall survive the termination of this Agreement for Tenant Use of the Basketball Court Facility (this “Agreement”).
2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS AND DEFEND (with counsel agreed to by the Released Parties), the Released Parties, and each of them, from any and all claims, demands, obligations, losses, liability, obligations, damages, costs or expenses, including but not limited to attorneys' fees, which the Released Parties may incur related to any Released Matters. I HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM OR LAWSUIT BY ME, MY FAMILY, ESTATE, HEIRS OR ASSIGNS, ARISING OUT OF OR RELATING TO MY USE OF THE BASKETBALL COURT FACILITY OR ANY EQUIPMENT IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING BEFORE, DURING OR AFTER MY USE OF THE BASKETBALL COURT FACILITY AND RELATED FACILITIES AND SERVICES, AND CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH OR EXPOSURE TO COVID-19. This provision shall survive the termination of this Agreement.
3. I expressly agree that the foregoing release, discharge, covenant not to sue, waiver and indemnity is intended to be as broad and inclusive as is permitted by the laws of the District of Columbia.
4. I expressly acknowledge and agree that any trainers, instructors or coaches on the Basketball Court Facility are a separate and distinct entity from the herein-stated Released Parties, and I understand and agree that the Released Parties are not liable or responsible in any way for the actions of such trainers, instructors or coaches.
5. I agree that use of the Basketball Court Facility is permitted solely under the terms of this Agreement and in consideration of the mutual promises and releases made herein. I understand and agree that the Basketball Court Facility and its related facilities and services are separate and distinct from the services and facilities which are provided to me as a tenant or an employee of a tenant of the Building, and are separate and distinct from the services and facilities which are contained under my or my employer's lease agreement and which are compensated for through the rent paid under any such

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lease. I agree that I may be a User (as defined herein) of the Basketball Court Facility only while I am a tenant (or employee of a tenant) at the Building, and that my ability to use the Basketball Court Facility, if not earlier terminated, shall terminate immediately upon my leaving the Building as a tenant or employee of a tenant. I understand and agree that the Owners and their agents, in their sole discretion, may change the hours of operation, the equipment, the facilities and services provided, or any other aspect of the Basketball Court Facility, including its continued operation, without any liability therefore and without any reduction or set off against the rent which I or my employer pays under a separate lease agreement.

6. I promise to comply with the following regulations and those rule set forth on Exhibit A annexed hereto, and any others established by the Released Parties in the future from time-to-time governing the use of the Basketball Court Facility, and I understand and agree that the Released Parties have the right, at their sole discretion, to establish any rules, regulations or policies which they determine are useful and I promise I will comply with such rules, regulations or policies. I understand and agree that should I fail to comply with such rules, regulations or policies, such failure shall result in the termination of this Agreement.
- A. Only authorized tenants or employees of tenants who have executed an Agreement for Tenant Use of the Basketball Court Facility (hereafter “Users”) may use the Basketball Court Facility. NO USER SHALL ADMIT, BRING OR PERMIT ANY GUEST, CHILDREN OR VISITORS TO COME INTO OR USE THE BASKETBALL COURT FACILITY, AND SUCH VIOLATION SHALL RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT WITH THE USER.
  - B. Each User shall be liable for any property damage and or personal injury at the Basketball Court Facility caused by the User. It shall be the obligation of the User to pay for any costs related to such damage or injury upon presentation of an invoice therefor.
  - C. Users shall advise the Released Parties of any and all problems regarding the maintenance of the basketball court and any other part or aspect of the Basketball Court Facility in which a User observes a problem. Released Parties, however shall assume no liability for any repair or maintenance of the basketball court or the facilities, and Users assume complete risk of the use of the equipment and facilities in the Basketball Court Facility.
  - D. Users shall review and follow all posted instructions regarding the operation of the Basketball Court Facility.
  - E. Users shall use the Basketball Court Facility and all equipment therein responsibly and for its intended use only. There shall be no hanging on the rims of the basketball hoops.
  - F. The Basketball Court Facility and the Released Parties shall not be responsible to Users for articles lost or stolen in the Basketball Court Facility, or for loss or damage to any other property.
  - G. The Released Parties reserve the right to close the Basketball Court Facility to Users if the number of people using the Basketball Court Facility exceeds the capacity of the facility.

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In addition, the Released Parties reserve the right to modify or close the Basketball Court Facility to Users without prior notice at any time, as deemed desirable by the Released Parties from time-to-time.

7. I understand that using the Basketball Court Facility may be inherently dangerous. I acknowledge and assume the risk of all activities that I participate in at the Basketball Court Facility.
8. I acknowledge that I should seek advice from qualified medical authorities for an assessment of my physical condition prior to engaging in any activity at the Basketball Court Facility. I agree that it is my continuing obligation to monitor my physical condition and discontinue use of the Basketball Court Facility if I or my physician determines that it is not in my best interest to continue using the Basketball Court Facility. I further warrant the following statements are true and correct, and understand that the Released Parties have relied on these statements as a condition precedent to giving me permission to enter and use the Basketball Court Facility:
  - A. No oral representation, statements, or inducements apart from those expressly set forth in this Agreement have been made by the Owners or their agents, representatives, employees or contractors.
  - B. I am 18 or more years of age.
  - C. I am a tenant (or employee of a tenant) at the Building.
  - D. I am in a good condition of health and am able to use the Basketball Court Facility without restriction. I warrant and represent that I have no disability, impairment or ailment preventing me from engaging in active or passive exercise or that will be detrimental to my health, safety or physical condition if I do so engage or participate. I agree that the Basketball Court Facility and the Released Parties assume no responsibility for any injury or illness caused by any physical condition I may have whether known or unknown to me. I shall not use the Basketball Court Facility if I am under any physician's care without express approval of my physician and the Released Parties. I EXPRESSLY AGREE THAT IF I HAVE ANY REASON TO BELIEVE I HAVE A PHYSICAL IMPEDIMENT TO AN EXERCISE THEN I WILL NOT UNDERTAKE SUCH EXERCISE WITHOUT FIRST HAVING A PHYSICIAN REVIEW SUCH EXERCISE. (The Released Parties recommend that all Users obtain physical examinations prior to using the Basketball Court Facility. Those Users who have a previous history of cardiovascular disease or related health illnesses are especially urged to obtain such examinations.) I understand that there is no staff on site at the Basketball Court Facility and no member of the building staff has had any training that would qualify them to dispense medical advice or prescribe treatment, and I acknowledge that no such representation has been made.
  - E. I assume full responsibility and risk of bodily injury, death, or property damage or loss due to or as a result of any occurrence or circumstance while using the Basketball Court Facility or any other equipment or related facilities located in the Basketball Court Facility.

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9. This Agreement may be modified only by an instrument in writing, signed by the User and a duly authorized representative of the Owners. Any agreements with the User which are not set forth in this Agreement, or in a written amendment as aforesaid, shall not be valid and any oral agreements or oral changes to this Agreement shall not be valid.
  10. This Agreement is granted in exchange for valuable consideration and is legally binding upon myself, my heirs, successors and assigns. I acknowledge that I am of sound mind and that I have fully read and understand the contents of this Agreement and that I enter into it of my own free will. I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND SIGN IT VOLUNTARILY.
  11. This Agreement is binding on me without the necessity of the Owners' signature appearing on it.

**[signature page follows]**



1776 I STREET, NW • WASHINGTON, D.C. 20006

IN WITNESS WHEREOF, this Agreement for Tenant Use of the Basketball Court Facility is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS BY:

\_\_\_\_\_

USER SIGNATURE:

\_\_\_\_\_

Printed Name \_\_\_\_\_

Datawatch Key # \_\_\_\_\_

Male \_\_\_\_\_ Female \_\_\_\_\_

**Certification of Tenant**

The undersigned authorized Office Manager or representative of tenant certifies that a) the User named herein is an employee of \_\_\_\_\_, b) is employed at 1776 Eye Street, N.W., and c) is approved for use of the Basketball Court Facility.

AUTHORIZED TENANT SIGNATURE \_\_\_\_\_

Printed Name \_\_\_\_\_

**Exhibit A****BASKETBALL COURT FACILITY RULES & REGULATIONS**

- Only Users may use the Basketball Court Facility. No User shall admit, bring or permit any guest, child or visitor to enter or use the Basketball Court Facility.
- To ensure a comfortable atmosphere for everyone, please be courteous and respectful to others. No abusive or provocative language.
- Users must wear appropriate attire inclusive of shirt or top, shorts and or pants, and appropriate shoes (neither street shoes or black-soled shoes of any kind are permitted, with the exception of black-soled basketball shoes). No bare feet allowed.
- During peak hours (or while others are waiting), limit your time on the basketball court to 30 minutes.
- Users shall not bring any food into the Basketball Court Facility at any time. Beverages consumed during workout must be in a container with a lid.
- Users must clean any spills immediately.
- Please limit use to one towel. All towels that are property of the Building must remain in the Basketball Court Facility.
- Please dispose of used towels in bins located in the Basketball Court Facility.
- Please pick up your towels, water bottles, newspaper, magazines and other personal property.
- No property (including furniture) of the Basketball Court Facility shall be relocated or removed from the Basketball Court Facility area for any reason.
- Doors shall not be propped open.
- Users shall pay for any loss or damage to property for which they are responsible.
- Users are fully responsible for personal items that are lost, stolen, or damaged at the Basketball Court Facility.
- Smoking is **not** permitted anywhere in the entire Building.