

**FITNESS &/OR CONFERENCE CENTER RELATING TO COVID 19
(TO BE SIGNED BY TENANT’S EMPLOYEES)**

THIS FITNESS &/OR CONFERENCE CENTER COVID 19 WAIVER (the “Agreement”) is executed on this _____ day of _____, 20____, by _____ (“Tenant’s Employee”), in favor of **OMTC Land Unit 5, LLC AND DAVID S. BROWN ENTERPRISES, LTD.**, their affiliates, directors, officers, employees and agents (collectively, “Landlord Parties”).

Tenant’s Employee is an employee of _____ (“Tenant”), whose business leases space within the **Metro Centre** office complex (“Office Complex”) located at **10200 Grand Central Avenue, Owings Mills, MD** and which is owned and/or managed by the Landlord Parties. Tenant’s Employee desires to use the fitness and/or conference center located in **Suite 202** within the building known as **10200 Grand Central Avenue**.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact.

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 Fitness Center and/or Conference Center amenities. I understand 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, Landlord Parties and/or their employees or other users of the Fitness Center and/or Conference Center.

Despite being fully aware of all of the risks, I voluntarily agree to assume all of the foregoing risks and accept complete and sole responsibility for any: injury to myself or others to whom I may spread COVID 19 (including, but not limited to, personal injury, 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 Fitness Center and/or Conference Center (“Claims”). I hereby release, covenant not to sue, discharge, and hold harmless Landlord Parties, 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 Landlord Parties, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my use of the Fitness Center and/or Conference Center.

Print Tenant Employee’s Name

Date

Signature of Tenant’s Employee

Date