



THE WANAMAKER
OFFICE BUILDING

WAIVER & RELEASE OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

In consideration for receiving permission to use the fitness center at The Wanamaker Office Building, 100 Penn Square East, Philadelphia, (the “Fitness Center”), the undersigned (“User”) hereby acknowledges and agrees to the following for the benefit of **Philadelphia Center Realty Associates, L.P. (“Owner”) Receivership Estate over the Specific Assets of Philadelphia Center Realty Associates, L.P., et al., Trigid IVL, Inc., LPC Commercial Services LLC, Property Manager** and its successors and assigns:

1. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (WHO). 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. User acknowledges the contagious nature of COVID-19, that use of a fitness facility may increase the risk of exposure to or contraction of COVID-19 and that such exposure or contraction may result in personal injury, illness, permanent disability, and death. User fully assumes the risk of illness or death related to COVID-19 arising from being in and using the Fitness Center.
2. To the fullest extent permitted by law, User, individually and on behalf of his or her heirs, executors, administrators, personal representatives and/or anyone else who may try to claim on User’s behalf, forever waives, releases, discharges and covenants not to bring legal action against Owner and its Related Parties (as defined in the Fitness Center User Agreement to which this Waiver & Release of Liability is annexed) from any and all claims, losses and liability for death, personal injury and/or loss of any kind or nature, foreseen or unforeseen, known or unknown, caused by, as a result of, relating to or in connection with COVID-19, regardless of whether caused in part by Owner, any of the Related Parties, other user(s) and/or any third party. User, to the fullest extent permitted by law, shall indemnify and hold harmless Owner and the Related Parties from and against any loss, cost, action, demand, suit, judgment, penalty, claim, damage, liability and expense (including, without limitation, attorneys’ fees, court costs and disbursements), whether in any action or proceeding between Owner and/or the Related Parties and User, or otherwise, in any way arising out of, relating to, in connection with or resulting from (i) User’s exposure to or contraction of COVID-19 and/or (ii) User’s exposure of any other person to COVID-19.
3. User is familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. User acknowledges and understands that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and User accepts full responsibility for being familiar with the most recent updates. Without limiting the foregoing, User agrees not to visit or utilize the Fitness Center (i) if User experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, (ii) if User has a suspected or diagnosed/confirmed case of COVID-19, or (iii) within fourteen (14) days of exposure to any person who has a suspected or diagnosed/confirmed case of COVID-19. User agrees to notify Owner immediately if User believes that any of the foregoing access/use restrictions may apply.
4. User agrees to comply with all building rules and regulations implemented by Owner to assist with stopping the spread of COVID-19 and other infectious diseases, which may change from time to time as guidance is updated.
5. User agrees that the foregoing Waiver & Release of Liability is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

USER IS 18 YEARS OR OLDER, HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS, MEANING AND INTENT, AND FREELY AND VOLUNTARILY AGREES TO ALL TERMS AND CONDITIONS HEREOF, AND SIGNS THIS AGREEMENT OF HIS OR HER OWN FREE WILL WITH THE FULL INTENT THAT IT BE LEGALLY BINDING AND GIVEN FULL FORCE AND EFFECT.

Signature: _____ Name: _____
Date: _____

