

## EXHIBIT E

### EXERCISE FACILITY CONSENT AND WAIVER OF LIABILITY

#### Capital Gateway

In order to use the facilities and equipment located at 6700-A Rockledge Drive, Bethesda, MD 20817 (the “Building”), I hereby certify, covenant, and agree as follows:

I am in good physical condition and able to use the facilities and equipment and to participate in any and all exercise and fitness activities available or to be available. I have a reasonable basis for this opinion due to examination and/or consultation with my physician. I fully recognize that I am responsible for knowledge of my own state of health at all times. I acknowledge that I will not enter the facilities if I have a fever or any other signs or symptoms of COVID-19 or any other communicable disease.

I will do all exercise and participate in all activities at my own pace and at my own risk. I will use good judgment while exercising, will not overexert, and will follow any instructions concerning exercise procedures. If I have any questions regarding my workout, I will consult a trained professional.

I ACKNOWLEDGE THAT THE FITNESS FACILITY IS UNSTAFFED. I UNDERSTAND AND ACKNOWLEDGE THAT NEITHER THE OWNER OF THE BUILDING (“OWNER”), NOR THE PROPERTY MANAGEMENT COMPANY (“MANAGER”), NOR ANY OF THEIR AGENTS, ADVISORS OR EMPLOYEES, REPRESENTS THAT ITS EMPLOYEES, PERSONNEL OR AGENTS HAVE EXPERTISE IN DIAGNOSING, EXAMINING OR TREATING MEDICAL CONDITIONS OF ANY KIND OF IN DETERMINING THE EFFECT OF ANY SPECIFIC EXERCISE ON SUCH MEDICAL CONDITION.

I understand that in participating in one or more exercises or fitness activities at the Fitness Facility, or in use of the equipment or the Fitness Facility in any way, there is a possibility of accidental or other physical injury or loss of my personal property. I agree to assume that risk of any such accident or injury or loss of property. I hereby release and discharge Owner and Manager, 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, accident or loss in connection with my use of or entry into the Fitness Facility. 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 my use of or entry into the Fitness Facility or the equipment.

I acknowledge that I have received and read a copy of the current Rules and Regulations governing the use of the Fitness Facility (a copy of which is attached hereto). I agree that I will fully comply with all rules and regulations as they are amended from time to time.

USER:

_____ Employer Name	_____ Employee Name (Please Print)
_____ Suite Number	_____ Signature
_____ Telephone	_____ Date
_____ Access Key Number	_____ Email

## FITNESS FACILITY RULES AND REGULATIONS

The following Rules and Regulations are intended to make the fitness facility (“Facility”) at 6700-A Rockledge Drive, Bethesda, MD 20817, as safe, enjoyable and pleasant as possible for all Users. These Rules are applicable to all Users and may be changed from time to time by ND Properties, Inc. (“Landlord”) or Lincoln Property Company, its managing agent (“Building Manager”), in order to provide for the safe, orderly and enjoyable use of the Facility.

Use. Users shall use the Facility and related equipment solely for weight and cardiovascular training on the equipment provided. Users shall not misuse or use the Facility and related equipment in any manner which will damage the same. Users shall not install, nor tamper with or remove, any equipment or amenities provided in the Facility. No person may use the Facility unless they have signed a Waiver of Liability. This Facility is open to Tenants of 6700 & 6710 Rockledge Drive, Bethesda, MD 20817 only. Guests are not authorized to use the Facility and users shall not grant access to the Facility, nor permit the Facility to be used, by any unauthorized person.

Hours of Operation. The Facility may be closed, and its hours of operation established and modified from time-to-time, at Landlord’s sole discretion. Tenants will be notified at least 24 hours in advance of any closing, unless such closing is due to an emergency.

Clothing. The minimum attire at the Facility shall be exercise shorts, exercise shirts, socks and footwear. Any conventional exercise attire is permissible, including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes, or similar footwear must be worn at all times. Users of the Facility must wear clean and appropriate attire when in transit to and from the Facility, which may include, but not be limited to, warm-up suits and sweat suits.

Conduct. Any conduct which unreasonably interferes with the use or enjoyment of Facility or the equipment by others, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Facility or the equipment, is strictly prohibited. Personal audio equipment may not be used without headphones. No Tenant shall make, or permit to be made, any disturbing noises or disturb or interfere with the occupants of the Building or neighboring Buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, loud speaker or other sound system. Those in violation of this rule will be subject to immediate expulsion.

Smoking. Smoking of any kind or any other consumption of tobacco products is strictly prohibited in the Facility. This includes electronic cigarettes or devices.

Solicitations and Petitions. Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.

Identification. Upon request by Landlord’s employee or personnel, users must present their key for identification purposes. Neither Landlord or the Building Manager assumes responsibility for lost or stolen keys.

Food and Beverages Prohibited. Food and beverages (other than water) shall not be brought to the facility for consumption on the premises. Alcoholic beverages are strictly prohibited.

Notices, Complaints or Suggestions. Users must immediately notify Landlord or Building Manager in the event that they discover any unsafe or hazardous defect or condition relating to the Facility or the equipment, or any more than de minimis breakage, fire, or disorder at the facility. Complaints or suggestions as to the operation, maintenance, services, or equipment at the Facility should be directed to Building Manager.

Other Facilities. Landlord or Building Manager may prohibit, use or close the Facility if misused in any way. Landlord and Building Manager take no responsibility for personal possessions left in the facility. Locks or lockers are permissible, but all articles and locks must be removed when the user leaves the Facility. Landlord and Building Manager reserve the right to remove and dispose of any locks and personal possessions remaining in the Facility when it closes each day. Landlord and Building Manager make no representation or warranty that the use of any locker will protect User's personal property from damage, loss or theft.

Violation of Rules. Repeated failure or refusal to comply with these Rules and Regulations may result in the loss of privileges.

Maintenance. No User shall leave any litter, trash, debris, or articles of clothing at the Facility. The entry door(s) to the Facility shall be kept closed at all times. User shall wipe down any and all pieces of equipment they utilize during a session, using Facility-provided disinfecting wipes. User is required to return all equipment to its designated storage location (including weights).

No Representations. User hereby acknowledges that the installation of equipment, devices and/or facilities in or serving the Facility shall in no way be deemed a representation or warranty by Landlord or Building Manager regarding the efficacy or safety of the same, nor as an agreement or undertaking by, or obligation of, Landlord or Building Manager to protect, indemnify or hold User harmless from any harm of any type or to ensure User's safety. It is expressly understood and agreed that use of the Facility by User shall be at User's sole risk.

Card Keys. User hereby agrees to keep any card key and/or locker key provided to User in User's possession and control at all times until required or requested to surrender the same, and in no event shall User lend or otherwise transfer its card key or locker key to any other person. In the event User shall lose or misplace its card key or locker key, or in the event User's card key or locker key shall be stolen, User shall immediately notify Landlord and/or Building Manager in writing. User further agrees that, in the event either (i) User's employment with Tenant is terminated for any reason, or (ii) Tenant shall be in default under its lease with Landlord, Landlord or Building Manager may immediately de-activate User's key card and User shall immediately surrender its card key and locker key to Landlord or Building Manager. User hereby acknowledges that the card key and locker key are and shall remain the property of Landlord or Building Manager, and User agrees to return the same to Landlord or Building Manager upon the expiration (or sooner termination) of Tenant's lease or any earlier date on which Landlord or Building Manager is entitled to de-activate said card key. Inoperative (but not de-activated) cards keys will be replaced at no charge, but lost and de-activated card keys will be replaced (or reactivated, as the case may be) at a cost established by the Landlord or Building Manager from time to time. Lost locker keys shall be replaced, and the appropriate locker re-keyed, at a cost established by the Landlord or Building Manager from time to time.