

## EXERCISE FACILITY CONSENT AND WAIVER OF LIABILITY

For and in consideration of the right to use the fitness center (the "Center") located in the building known as 111K, 111 K Street, NE Washington, DC 20002 (the "Building"), the undersigned ("Releasor") does hereby remise, release, quitclaim and forever discharge and hold harmless, 111K Street Condominium Owners Association, Inc., Rubenstein Partners, and each of their respective employees, agents, partners, directors, officers, shareholders, successors and assigns (collectively, "Releasees"), from any and all liability, known or unknown, potential or otherwise, arising from or related to the undersigned's entry into and use of the Center. Releasor, intending to be legally bound, further agrees as follows:

1. I fully recognize that I am responsible for knowledge of my own state of health at all times and use the Facility at my own risk.
2. I will do all exercise and participate in all activities at my own risk. I acknowledge that neither the Owner of the Building, 111K Street Condominium Unit Owners Association, Inc., ("Owner"), Rubenstein Partners. ("Owner's Agent"), 111K Street Condominium Unit Owners Association, Inc., nor any of the Owner's or Owner's Agent's advisors, contractors or employees, are expected or required to provide training on any of the equipment in the Facility or to provide training materials or to supervise the use being made of the Facility.
3. I acknowledge that neither the Owner, the Owner's Agent nor any of the Owner's or Owner's Agent's contractors, advisors or employees makes any representations or warranties about the condition of the equipment.
4. I understand and acknowledge that the Facility is unstaffed and is not monitored by any visual device. I acknowledge that none of the Owner, the Owner's Agent, nor any of the Owner's or Owner's Agent's advisors, contractors or employees, has expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on any medical condition.
5. I understand that my use of the Facility and the equipment in the Facility may result in physical injury, loss of life or damage to or loss of my personal property. I agree to assume the risk of any such injury, loss of life or damage to or loss of property. I hereby release and forever discharge Owner and Owner's Agent, their respective officers, agents, employees, contractors, 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, loss of life or damage to or loss of property in connection with my use of or entry into the Facility. In addition, I hereby agree to forever defend, indemnify and hold harmless the Released parties from any and all costs, claims, liability, harm, damage or expenses asserted against or incurred by them resulting from my use of or entry into the Facility or use of the equipment therein.
6. I acknowledge that I have received and read a copy of the current Rules and Regulations governing the use of the 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.

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**Signature**

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**Print Name**

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**Date**

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**Tenant Name**

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**Key FOB #**

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**Cell Phone #**

## FITNESS FACILITY RULES AND REGULATIONS

The following Rules and Regulations are intended to make the Fitness Facility ("Facility") at 111 K Street, Washington, DC 20002 as safe, enjoyable and pleasant as possible for all users ("Users"). These Rules are applicable to all Users and may be changed from time to time by 111K Street Condominium Unit Owners Association, Inc., ("Owner") or Owner's Agent Rubenstein Partners, in order to provide for safe, orderly and enjoyable use of the Facility's facilities and equipment.

1. Use. Users shall use the facilities 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 that will damage the same. Users shall not install, nor tamper with or remove, any equipment in the facility. **No person may use the Facility unless they have signed a Waiver of Liability. This facility is open to Owners and Tenants 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 persons.
2. Fitness Center Trainers. Users who wish to hire personal trainers and to use the Facility for training will ensure that the trainer has completed a Fitness Center Waiver PRIOR to scheduling any training in the Facility. The Fitness Center Waiver must be delivered to one of the Tenant Services Coordinators, Faheem Wright via email at [fwright@rpopoperations.com](mailto:fwright@rpopoperations.com) or by phone at 202.898.1329, or Ryan Mayolo via email at [rmayolo@rpopoperations.com](mailto:rmayolo@rpopoperations.com) or by phone at 703.209.9665 prior to scheduling any training in the Facility.
3. Hours of Operation. The Facility may be closed, and its hours of operation modified from time to time at Owner's sole discretion. Tenants will be notified at least 24 hours in advance of any closings, unless such closing is due to emergency.
4. Clothing. The minimum attire at the Facility shall be gym shorts, tee shirts, socks and tennis shoes. 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 is not limited to, warm-up suits and sweat suits.

## FITNESS FACILITY RULES AND REGULATIONS

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5. Conduct. Any conduct that 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. Radios, tape recorders or other similar personal audio equipment may not be used without headphones. No User 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.
6. Smoking. Smoking of any kind or any other consumption of tobacco products is strictly prohibited in the Facility.
7. Solicitations and Petitions. Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.
8. Identification. Upon request by Owner's or Owner's Agent's employees or personnel, Users must present their access FOB for identification purposes. Neither Owner nor Owner's Agent assumes responsibility for lost or stolen access FOB's.
9. Food and Beverages Prohibited. Food and beverages shall not be brought into the Facility for consumption on the premises, except for bottled water or sports beverages. Alcoholic beverages are strictly prohibited.
10. Notices, Complaints or Suggestions. Users must immediately notify Owner or Owner's Agent in the event that they discover any defect or unsafe or hazardous condition relating to the Facility or the equipment, or any breakage, damage, fire, or disorder at the Facility. Complaints or suggestions as to the operations, maintenance, services, or equipment at the Facility should be directed to Owner's Agent.
11. Other Facilities. Owner or Owner's Agent may prohibit use of or close the Facility if misused in any way. Owner and Owner's Agent take no responsibility for personal possessions left in the Facility. **Articles left in lockers located outside of the shower facility on the P1 level of the building must be removed when the User leaves the Facility**. Owner and Owner's Agent reserve the right to remove and dispose of any locks and personal possessions remaining in the Facility when it closes each day. Owner and Owner's Agent make no representation or warranty that the use of any locker will protect User's personal property from damage, loss or theft.
12. Violation of Rules. Repeated failure or refusal to comply with these Rules and Regulations may result in the loss of privileges.

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13. Maintenance. No member 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.
14. 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 Owner or Owner's Agent regarding the efficacy or safety of the same, or as an agreement or undertaking by, or obligation of, Owner or Owner's Agent to protect, indemnify or hold Users 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.
15. Access FOB's. User hereby agrees to keep any access FOB provided to User in User's possession and control at all times until required to surrender the same, and in no event shall user lend or otherwise transfer its access FOB to any other person. In the event User shall lose or misplace its access FOB, or in the event User's access FOB shall be stolen, User shall immediately notify Owner and Owner's Agent 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 Owner, Owner's Agent may immediately de-activate User's access FOB and User shall immediately surrender its access FOB to Owner's Agent. User hereby acknowledges that the access FOB is and shall remain the property of Owner's Agent, and User agrees to return the same to Owner's Agent upon the expiration (or sooner termination) of Tenant's lease or any earlier date on which Owner's Agent is entitled to de-activate said access FOB. Inoperative (but not de-activated) access FOB's will be replaced at no charge, but lost and de-activated access FOB's will be replaced (or reactivated, as the case may be) at a cost established by Owner's Agent from time to time. Current cost is \$12.00 per access FOB.
16. Cellular Phones: The use of cellular phones is strictly prohibited while using the Facility.
17. Restroom/Shower Facility: The restroom/shower facility for the fitness center is located on the P1 level of the building. You will be required to use your access FOB for access to this area. The restrooms located on the 2<sup>nd</sup> floor are dedicated to the conference room facilities only.

**FITNESS FACILITY RULES AND REGULATIONS**

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Employer Name:

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Employee name (Please Print)

\_\_\_\_\_  
Suite Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date