

AGREEMENT FOR TENANT USE OF FITNESS FACILITY

IN CONSIDERATION of being permitted to utilize the 1130 Connecticut Avenue Fitness Facility (hereafter "Fitness Facility") for the purpose of using the exercise equipment located therein and health related facilities and services, 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 TO NOT SUE the owners of the Fitness Facility (the "Owners"), their agents, employees, contractors and all other personnel providing services on the premises, (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 Fitness Facility or while I am in the Fitness Facility premises from any cause whatsoever, even if caused by the negligence of the Released Parties (excepting only the gross negligence of the Released Parties) (individually and collectively, the "Released Matters"). I voluntarily and knowingly assume the risk of all such injury, death, damage, expense, claim or loss.

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 COVERED PARTIES FROM ANY CLAIM OR LAWSUIT BY ME, MY FAMILY, ESTATE, HEIRS OR ASSIGNS, ARISING OUT OF OR RELATING TO MY USE OF THE FITNESS FACILITY OR ANY EQUIPMENT THEREIN, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING BEFORE, DURING OR AFTER USE OF THE FITNESS FACILITY, AND CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, OR BASED ON NEGLIGENCE OF OTHER PARTICIPANTS OR THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

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 personal trainers on the premises of the Fitness 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 personal trainers.

5. I agree that use of the Fitness Facility is permitted solely under the terms of this agreement and in consideration of mutual promises and releases made herein. I understand and agree that the Fitness Facility and its facilities are separate and distinct from the related services and related facilities which are provided to me as a tenant or any employee of a tenant of

the 1130 Connecticut Avenue building, and are separate and distinct from the services and facilities which are contained under my or my employer's lease agreement and which re compensated for through the rent paid under any lease for the building. I agree that I may be a member of the Fitness Facility only while I am a tenant (or employee of a tenant) at 1130 Connecticut Avenue, and that my membership, if not earlier terminated, shall terminate immediately upon my leaving 1130 Connecticut Avenue 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 Fitness 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 any others established by the Released Parties in the future from time-to-time governing the use of the Fitness 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:
 - A. Only authorized tenants or employees of tenants who have executed an Agreement for Tenant Use of 1130 Connecticut Avenue Fitness Facility for the use of the facility (hereafter "Members") may use the Fitness Facility. NO MEMBER SHALL ADMIT, BRING OR PERMIT ANY GUEST, CHILDREN OR VISITORS TO COME INTO OR USE THE FITNESS FACILITY, AND SUCH VIOLATION SHALL RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT WITH THE MEMBER.
 - B. Each Member shall be liable for any property damage and or personal injury at the Fitness Facility caused by the Member. It shall be the obligation of the Member to pay for any costs related to such damage or injury upon presentation of an invoice therefor.
 - C. Members shall advise the Released Parties of any and all problems regarding the maintenance of exercise equipment and any other part or aspect of the Fitness Facility in which a Member observes a problem. Released Parties, however shall assume no liability for any repair or maintenance of the exercise equipment or the facilities, and Members assume complete risk of the use of the equipment and facilities in the Fitness Facility.
 - D. Members shall review and follow all posted instructions regarding the operation of all equipment and the facilities.

- E. The Fitness Facility and the Released Parties shall not be responsible to Members for articles lost or stolen in the Fitness Facility or lockers, or for loss or damage to any other property.
 - F. The Released Parties reserve the right to close the Fitness Facility to Members if the number of people using the Fitness Facility exceeds the capacity of the facility. In addition, the Released Parties reserve the right to modify or close the Fitness Facility to Members without prior notice at any time, as deemed desirable by the Released Parties from time-to-time.
7. I understand that using the Fitness Facility may be inherently dangerous. I acknowledge and assume the risk of all activities that I voluntarily choose to participate in at the Fitness 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 Fitness Facility. I agree that it is my continuing obligation to monitor my physical condition and discontinue use of the Fitness Facility if I or my physician determines that it is not in my best interest to continue using the Fitness 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 Fitness Facility:
- A. No oral representation, statements, or inducements apart from the foregoing written Agreement have been made;
 - B. I am 18 or more years of age;
 - C. I am in a good condition of health and am able to use the exercise equipment contained within the Fitness 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 Fitness 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 Fitness Facility facilities 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 Fitness Facility recommends that all Members obtain physical examinations prior to using the facility. Those Members 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 Fitness 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.

- D. 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 Fitness Facility or the exercise equipment or any other equipment located in the Fitness Facility.
- E. This Agreement may be modified only by an instrument in writing, signed by the Member and a duly authorized representative of the Owners. Any agreements with the Member 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.
- F. 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.
- G. This Agreement is binding on me without the necessity of the Owners' signature appearing on it.

IN WITNESS WHEREOF, this Agreement for Tenant Use of 1130 Connecticut Avenue Fitness Facility is executed on this _____ day of _____, 20____.

WITNESS BY:

MEMBER SIGNATURE:

Printed Name _____

Datawatch Key # _____

Male _____ Female _____

Certification of Tenant

The undersigned authorized Office Manager or representative of tenant certifies that a) the Member named herein is an employee of _____, b) is employed at 1130 Connecticut Av, N.W., and c) is approved for membership in the Fitness Facility.

AUTHORIZED TENANT SIGNATURE _____

Printed Name _____

FITNESS FACILITY RULES & REGULATIONS

- To ensure a comfortable atmosphere for everyone, please be courteous and respectful to others. No abusive or provocative language.
- Members 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 running shoes).
- No bare feet allowed outside of locker/shower rooms.
- During peak hours (or while others are waiting), limit your time on the treadmill, stationary cycle, etc. to 30 minutes.
- Wipe down each piece of equipment for the next user.
- Do not drop weights. Equipment must be handled with care.
- Return weights/mats to proper area.
Members shall not bring any food into the fitness club at any time. Beverages consumed during workout must be in a container with a lid. Member must clean any spills immediately.
- Please limit use to one large and one small towel. All towels that are property of the building must remain in the Fitness Facility.
- Please dispose of used towels in bins located in the locker rooms.
- Please pick up your towels, water bottles, newspaper and magazines.
- Any property of the Fitness Facility shall not be removed for the fitness area for any reason
- Members may use a locker, based on availability. All property must be removed from lockers immediately following workouts. Those in violation are subject to removal.
- Changing into exercise attire must be done in the locker/shower room
- Doors shall not be propped open.
Members shall pay for any loss or damage to property for which they are responsible.
Members are fully responsible for personal items that are lost, stolen, or damaged at the Fitness Facility.
- Smoking is **not** permitted in the entire building.