

1900 K STREET, NW
WASHINGTON, DC

WAIVER OF LIABILITY & FITNESS CENTER
MEMBER RULES AND REGULATIONS

As a condition to, and in consideration of, my use of the Fitness Center and the exercise and weight training facilities and equipment located at 1900 K Street, NW, Washington, D.C. (the center), I hereby certify, covenant and agree as follows:

1. I am in good physical condition and am able to use the facilities and equipment at the Center, and to participate in exercise and fitness activities available therein. I will do all exercises and participate in all activities at the Center at my own pace and at my own risk. I understand that the Center is unmanned and unsupervised during its hours of operation.
2. I understand that Teachers Insurance and Annuity Association of America, a New York corporation, for the benefit of its Real Estate Account and Hines Interests Limited Partnership does not represent that its employees, personnel or agents have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effects of any specific exercise on such medical conditions.
3. I understand that in participating in one or more exercises or fitness activities at the Center or in my use of the equipment or the facilities therein, there is a possibility of accidental or other physical injury or of loss of or damage to my personal property. I AGREE TO ASSUME ALL RISK OF SUCH INJURY OR LOSS OF OR DAMAGE OF PROPERTY, AND FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, A NEW YORK CORPORATION, FOR THE BENEFIT OF ITS REAL ESTATE ACCOUNT, HINES INTERESTS LIMITED PARTNERSHIP, AND ANY OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL OR AGENTS THEREOF, FROM ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM OR SUIT WHATSOEVER FOR ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO MY USE OF THE CENTER OR THE EQUIPMENT AND FACILITIES LOCATED THEREIN, EXCEPT TO THE EXTENT SUCH AN INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE IS CAUSED BY THE INTENTIONAL ACT OR OMISSION OF SUCH PARTIES.
4. I further grant permission for first aid to be given to me in an emergency, and agree that I will be solely responsible for any medical costs which may arise as a result of my use of the Center and/or the equipment and facilities located therein.
5. I acknowledge that I have received and read a copy of the Rules and Regulations governing the use and hours of operation of the Center and the equipment and facilities located therein. I agree that I will fully comply with these Rules and Regulations as they are amended from time to time.

Employer

Name (please print)

Suite Number

Signature

Phone Number

Kastle Card Number

Date

The following Rules and Regulations are intended to make the Fitness Center ("Center") at 1900 K Street, N.W. as safe, enjoyable and please as possible for all members. These Rules and Regulations are applicable to all member, their partners, directors, and employees; which may be changed from time to time by Teachers Insurance and Annuity Association of America, a New York corporation, for the benefit of its Real Estate Account or its Managing Agent, in order to provide for the safe, orderly and enjoyable use of the Center's facilities and equipment.

1. **Use:** Tenants of 1900 K Street, N.W. shall use the facilities and related equipment solely for weight and aerobics training on the equipment provided. No person may use the center unless they have signed a Waiver of Liability form. This Center is open to Tenant only. Guests, including personal trainers, are not authorized to use the Center.

2. **Hours of Operation:** The Center may be used only during the following hours:

Monday through Friday Saturday and Sunday
6:00 a.m. to 10:00 p.m. 9:00 a.m. to 6:00 p.m.

The center may be closed at the Landlord's sole discretion. Tenants will be notified at least 24 hours in advance of any closing, unless such closing is due to emergency repairs and maintenance. The Landlord reserves the right to adjust hours of operation.

3. **Access:** Access is by magnetic key, which will be coded for entry upon signing of Waiver of Liability form.
4. **Clothing:** The minimum attire at the facility shall be gym shorts, tee shirts, socks and tennis shoes. Any conventional exercising 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 Center must wear clean and appropriate attire when in transit to and from the Center, which may include, but not be limited to, warm-up suits and sweat suits.
5. **Conduct:** Any conduct which unreasonably interferes with the use or enjoyment of the Center or the equipment by other tenants, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Center or the equipment is strictly prohibited. Radios, tape recorders or other similar equipment may not be used without headphones. Tenants 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.
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:** Tenants must, upon request by the Property Management employees or personnel, present their magnetic access key for identification purpose. Teachers Insurance and Annuity Association of America, a New York corporation, for the benefit of its Real Estate Account and its Managing Agent assumes no responsibility for lost or stolen access keys.
9. **Food and Alcoholic Beverages Prohibited:** Food and alcohol beverages shall not be brought to the facility for consumption on the premises. No food or drink, except water and sport drinks, are allowed in the workout room or the locker rooms.
10. **Notices, Complaints, or Suggestions:** Tenants must immediately notify the Property Management Office in the event they noticed any unsafe hazardous defect or condition relating to the Center or the equipment, or any serious breakage, fire, or disorder at the facility. Complaints are welcome. Such notices, complaints or suggestions should be sent to the Property Management Office located on the Lobby Level.
11. **Other Facilities:** Lockers, showers, and restrooms are provided. Teachers Insurance and Annuity Association of America, a New York corporation, for the benefit of its Real Estate Account and its Managing Agent may prohibit use or close this Center if misused in any way. Teachers Insurance and Annuity Association of America, a New York corporation, for the benefit of its Real Estate Account and its Managing Agent takes no responsibility of personal possessions left in this facility. Locks on lockers are permissible, but all articles and locks must be removed when the Tenant leaves the Center. Teachers Insurance and Annuity Association of America, a New York corporation, for the benefit of its Real Estate Account and its Managing Agent reserves the right to remove any remaining locks when the Center closes each day.
12. **Violation or Rules:** Repeated failure or refusal to comply with these Rules and Regulations may result in the loss of membership privileges.
13. **Maintenance:** No member shall leave any litter, trash, debris, or article of clothing at the center. All loose soap, shampoo, combs, etc. will be disposed of daily for health reasons. Towels should be disposed properly in the hampers.
14. **Headphones:** All members are required to use headphones when using the television sets during their workout.

Please Initial Here

Kastle Card Number