

**1900 K STREET FITNESS CENTER****WAIVER OF LIABILITY**

As a condition to, and in consideration of, my use of the 1900 K Street Fitness Center (the “**Fitness Center**”), inclusive of exercise, cardiovascular, and weight training services, facilities and equipment, all located at 1900 K Street, NW, Washington DC, 20006 (the “**Building**”), I hereby certify, covenant, and agree as follows:

1. I am in good physical condition. I am familiar with and able to competently use the equipment, machines, mats, mirrors, services and other furnishings and equipment (collectively, the “**Equipment**”) located in or provided by or in connection with the Fitness Center. I am familiar with and able to participate in exercise and fitness activities available in the Fitness Center without any medical restrictions. I will do all exercise, use the Equipment and participate in all activities at the Fitness Center at my own pace and at my own risk. I agree to follow all instructions regarding the use of the Equipment, if any, and to use the Equipment in a safe and responsible manner. I understand that the Fitness Center may be unmanned and unsupervised during its hours of operation, or from time to time during its hours of operation. I recognize the inherent risk in using the Equipment and participating in any of the services that may be provided in connection with the Fitness Center. I hereby assume the risk of any and all accidents, injuries, death and damages of any kind which may be sustained by me (including any injuries, death or damages sustained by me resulting from the actions or omissions of another person using the Fitness Center) or the Equipment and which are caused by or in connection with my use of the Equipment or participation in any of the services provided by the Fitness Center.
2. I understand and agree that neither the owner of the Building, Teachers Insurance And Annuity Association Of America, for the benefit of its Separate Real Estate Account, nor its managing agent, Jones Lang LaSalle Americas, Inc., nor the operator of the Fitness Center (if any), nor any of their respective officers, directors, shareholders, partners, members, employees, personnel, and agents (collectively, the “**Fitness Center Parties**”) makes any representation or warranty to me regarding the Fitness Center or the fitness for use or suitability of the Equipment for the purpose for which I intend or have represented that I intend to use the Fitness Center and the Equipment.
3. I understand that none of the Fitness Center Parties has any expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on any medical condition(s).
4. I grant permission for first aid and/or C.P.R. to be given to me in an emergency, as determined in the sole discretion of any of the Fitness Center Parties, and I agree that I will be solely responsible for any medical costs or expenses and for any loss, liability or damage which may arise as a result thereof, or as a result of my use of the Fitness Center in any manner whatsoever.
5. I acknowledge that I have read and understood this Waiver of Liability and all Rules and Regulations (the “**Rules and Regulations**”) governing the use and hours of operation of the Fitness Center. I agree to fully comply with this Waiver of Liability and the Rules and Regulations as they are amended from time to time and posted in the Fitness Center or provided to me.
6. I will not provide access to the Fitness Center to any person who has not (x) executed and delivered to the operator of the Fitness Center a Waiver of Liability in this form, and (y) received the express written permission of such operator to use the Fitness Center.
7. I certify that my use of the shower facilities located in the Fitness Center is voluntary, and that my use of these facilities is in no way a requirement of or related to my employment duties with my employer.
8. I hereby acknowledge that my attendance at or use of the Fitness Center or participation in any of the Fitness Center's activities or programs, including without limitation, the use of the Fitness Center's equipment and facilities, exercises (including the use of the weights, cardiovascular equipment, and apparatus designed for exercising), personal training services, and selection of

exercise programs, methods, and types of equipment, could cause me physical injury or death or loss or damage to my personal property. As a material consideration for the Fitness Center to enter into this Agreement, to grant privileges hereunder and to permit me to use the Fitness Center and its facilities, I agree to assume any and all liabilities associated with the personal injury, death, property loss or other damages which may result from or arise out of my attendance at or use of the Fitness Center or participation in any of the Fitness Center's programs or activities, notwithstanding any consultation on any exercise programs which may be provided by the Fitness Center Parties.

I further agree to indemnify and hold harmless, and not to seek any damages, compensation or recovery whatsoever from the Fitness Center Parties with respect to any and all liabilities, losses, costs, damages, claims, expenses (including attorney's fees), actions, causes of action, suits or liabilities of every kind and nature whatsoever, including without limitation those as to illness, harm, bodily injuries, including death at any time resulting therefrom, and loss or damage to property, and the consequences therefrom, in any manner incident to, arising out of, or in consequence of my use of the Fitness Center or participation in any of the Fitness Center's programs or activities.

By signing this Agreement, I understand that the foregoing waiver of liability will apply to any and all claims against the Fitness Center Parties for any such claims, demands, personal injuries, costs, property loss or other damages resulting from or arising out of any of foregoing risks at the Fitness Center, the property or the associated premises.

I, on behalf of myself and my heirs, executors, administrators and assigns, fully and forever release and discharge the Fitness Center Parties, and each of them, from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated resulting from or arising out of my attendance at or use of the Fitness Center or my participation in any of the Fitness Center's activities or programs, including those which arise out of the negligence of the Fitness Center or the Fitness Center Parties.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A WAIVER AND RELEASE OF LIABILITY. This agreement waives and releases not only claims against the Fitness Center but also claims against the owner of the Building, Teachers Insurance And Annuity Association Of America, for the benefit of its Separate Real Estate Account, the property management company, Jones Lang LaSalle, Americas, Inc., the operator of the Fitness Center (if any), and their respective officers, directors, shareholders, partners, members, employees, personnel, and agents.**

Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Company: \_\_\_\_\_

Office Phone No.: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Subscribe to the Fitness Center monthly newsletter (Circle One)  
Yes No

Security Key No.: \_\_\_\_\_

Signature Date : \_\_\_\_\_

## **1900 K STREET FITNESS CENTER**

### ***Rules and Regulations***

These Rules and Regulations for the use of the fitness center at 1900 K Street, NW, Washington, DC 20006 (the "Fitness Center") are applicable to all users of the Fitness Center. Management reserves the right to amend, delete or add to these policies and procedures as necessary for the proper operation of the facility.

**PLEASE READ AND SIGN. THIS SIGNED COPY OF THE RULES AND REGULATIONS WILL BECOME PART OF YOUR PERMANENT FILE.**

**USE AND GUEST RULES:** Tenants of 1900 K Street shall use the facilities and related equipment solely for weight and aerobics training on the equipment provided. No person may use the Fitness Center unless such person has signed a Waiver of Liability form. The Fitness Center is available only for the exclusive use of 1900 K Street tenants and their employees. Guests, including, without limitation, personal trainers not approved by WTS International, Fitness Center Operator, are not authorized to use the Fitness Center.

**NO SOLICITATIONS:** Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.

**ACCESS AND IDENTIFICATION:** Access to the Fitness Center is by magnetic key, which will be coded for entry upon the user's signing of a Waiver of Liability form. Fitness Center users must, upon request by the Property Management or Fitness Center personnel, present their magnetic key for identification purposes. The owner and its agent assume no liability for responsibility for lost or stolen keys.

**HOURS OF OPERATION:** The Fitness Center is open 24 hours a day, 7 days a week. Management reserves the right to alter and amend the hours of operation from time to time or to close the Fitness Center in management's sole discretion. Except in case of emergency repairs or maintenance or other situation for which the giving of advance notice is not reasonably practicable, tenants will be notified at least 24 hours in advance of any closing.

**FOOD AND BEVERAGE/SMOKING:** No food or beverages may be consumed in any part of the Fitness Center except for water and non-alcoholic sport drinks in non-breakable bottles; glass containers are prohibited. Smoking is absolutely prohibited in all parts of the Fitness Center.

**PROPER ATTIRE:** While using the Fitness Center, individuals are expected to wear conventional exercise attire, which may include shorts, tank tops, warm-up suits, tights, or leotards. Shirts are required at all times and appropriate footwear (sneakers, tennis shoes or similar athletic footwear) must be worn. NOTE: Management reserves the right to deny admission to anyone wearing attire with suggestive, lewd, or offensive legends or logos.

**LOCKERS, SHOWERS AND RESTROOMS:** Lockers, showers and restrooms are available for use during each exercise session; provided that management reserves the right to suspend or close such facilities if misused in any way. Gym bags are not allowed in the exercise room. The Fitness Center is not responsible for items lost, stolen, or damaged while stored in lockers or otherwise at the Fitness Center. Users are expected to clean up after themselves after exercising and may not leave any litter, trash, debris, articles of clothing or other items at the Fitness Center. Without limitation, **PERSONAL BELONGINGS ARE NOT TO BE LEFT IN, NOR ARE LOCKS TO BE LEFT ON, LOCKERS EXCEPT WHILE YOU ARE EXERCISING. THESE ITEMS WILL BE REMOVED IF LEFT OVERNIGHT.**

**TOWELS:** Users are expected to use a sanitizing wipe, not a towel, when exercising to wipe perspiration off of the machines. There is a **two towel limit** per user. Used towels are to be returned to the proper receptacles in the facility. Abuse of the towel privilege may result in the elimination of towel service to the facility.

**SHOWERS:** Toiletries are provided in the locker rooms for your convenience. These amenities will be discontinued if this privilege is abused, *e.g.*, items provided are removed from the locker room. Any personal toiletries (loose soap, shampoo, combs, etc.) left in the facility will be disposed of daily for health reasons.

**EQUIPMENT:** Users are to return all equipment to its proper location when they have completed their workout in the free weight area. All cardiovascular equipment must be wiped down using the sanitizing wipes provided in the facility.

**EQUIPMENT MALFUNCTIONS AND FACILITY REPAIRS:** Tenants must immediately report to the Property Management office on the lobby level of the building in the event of any unclean, unsafe or hazardous defect or condition relating to the Fitness Center or in the event any equipment is not functioning. Some equipment may, from time to time, be out of order, and when special factory parts must be ordered, some units may be unavailable for several weeks.

**HEADPHONES:** All users are required to use headphones when using the television sets during their workout. Personal radios, music players, or other similar equipment may not be used without headphones.

**CONDUCT:** Any conduct that unreasonably interferes with the use or enjoyment of the Fitness Center or its equipment by other users, or that disrupts or interferes with the normal, safe, orderly and efficient operation of the Fitness Center or its equipment, is strictly prohibited.

**COMPLIANCE:** Tenants and their employees are required to comply with the policies and procedures of the Fitness Center. If any Fitness Center staff are in the facility, users must comply with the direction of such staff while using the facility. If a user violates any of these policies and procedures or any other rules posted in the Fitness Center, management may elect to suspend, revoke or terminate such user's membership privileges, with or without notice.

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**I have read the above rules and regulations pertaining to my participation at the 1900 K Street Fitness Facility. I will comply with said requirements with the understanding that if I do not, my user privileges may be forfeited.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*