

FITNESS CENTER WAIVER OF LIABILITY RELEASE

901 15th Street, NW, Washington, DC

In order to use the exercise machines, weight training equipment and shower/locker room facilities in the Fitness Center at 901 15th Street NW, Washington, DC, and in consideration thereof, I do hereby certify, covenant, and agree to the following:

1. I am in good physical condition and am able to use the facilities and equipment and to participate in exercise and fitness activities available at the above location. I have consulted my personal physician or licensed health care provider for an examination, diagnosis of any medical conditions and the approval to begin or to participate in an exercise program. I fully recognize that I am responsible for the knowledge of my own state of health at all times.
2. I acknowledge that the Fitness Center has been provided solely as an accommodation and amenity to the Tenants of the building and that the facility is not attended by a professional trainer/instructor. I agree to promptly notify Management in the event I become aware of any defective or hazardous condition with respect to the Fitness Center.
3. I will do all exercises and participate in all activities at my own pace and AT MY OWN RISK.
4. I acknowledge that the Facility is un-staffed.
5. I understand and acknowledge that Mullen Management Company, Inc. ("Owner"), nor Cassidy Turley Commercial Real Estate Services, Inc. d/b/a Cushman & Wakefield ("Managing Agent") represent that its agents, advisors, employees or personnel have expertise in diagnosing, examining or treating medical condition of any kind, or determining the effect of any specific exercise or prescribing any exercise program or instructing in the use of any exercise equipment. If I have specific questions regarding my workout, I will consult a trained professional.
6. I understand that participating in one or more exercises or fitness activities at the facility or in the use of the equipment or the facility, there is a possibility of accidental or other physical injury or loss of my personal property.
7. I agree to assume risk of injury or loss of property and indemnify, defend and hold harmless, Owner, Agent, and any officers, directors, shareholders, partners, employees, personnel or agents thereof from liability for any and all injury, loss, illness, harm or damage resulting from my use of the facility or the equipment, other than that which results from the gross negligence or willful misconduct of Owner and its agents.

I acknowledge that I have received and read a copy of the Rules and Regulations governing the use and hours of operation of the Fitness Center and equipment. I agree that I will fully comply with these Rules and Regulations as they are amended from time to time.

Name – User of Fitness Center

Signature – User of Fitness Center Date

Tenant Name

Suite Number Male/Female

Access Fob#