

## Rules and Regulations for the Fitness Center

901 15th Street NW, Washington, DC

The following rules and regulations are intended to make the Fitness Center as enjoyable and safe as possible for all users. These rules are applicable to all users and may be changed or amended from time to time by Management in order to provide safe, orderly and enjoyable use of the Facility and its equipment.

The terms “Fitness Center” and “Facility” shall be used interchangeably. The terms “Member” and “Tenants” shall also be used interchangeably. All references to “use” of the Fitness Center shall include any entry into and/or any use of the Fitness Center, locker rooms, shower facilities or any part thereof.

### **A. Hours of Operation**

1. The Fitness Center will be open 24 hours/day with fob access except during periods of repair, cleaning or emergency. HVAC services will be provided during normal business hours, Monday-Friday 7am-7pm.
2. Hours may be modified at Landlord’s sole discretion. Tenants will be notified 24 hours in advance of any closing unless such closing is due to an emergency.

### **B. Access and Identification**

1. Each member must sign and submit to Management a Waiver of Liability, attached hereto, in order to use the Fitness Center. Upon receipt, the member’s access card will be activated to gain access to the Fitness Center.
2. All persons must use their access key to gain entry to the Fitness Center.

### **C. Attire**

1. The minimum attire shall be gym shorts, t-shirts and sneakers. Any conventional exercise attire is permissible. Sneakers, tennis shoes, dance slippers or similar footwear must be worn at all times.

### **D. Conduct**

1. Any conduct which unreasonably interferes with the enjoyment of the Facility or equipment by other persons or disrupts or interferes with normal, safe, orderly and efficient operation of the facility, its equipment or other portions of the building or its occupants, is strictly prohibited.

***E. Use of Facility***

1. Only those individuals that are employed by a tenant at 901 15<sup>th</sup> Street and have signed a Waiver of Liability and Release Agreement, may use the Fitness Center. **NO CHILDREN OR GUEST/VISITORS ARE PERMITTED.** Any unauthorized person using the Fitness Center will be asked to leave by Management. Any Tenant or employee allowing guests, visitors or unauthorized personnel to gain access or use the Health Facility shall have his/her own privileges revoked.
2. No member shall be denied on the basis of race, color, creed, disability, religion or national origin, nor shall any aspect of such matters ever be made a condition to participate in the Fitness Center.
3. The Fitness Center may not be reserved for private use.
4. Food and beverages except for water are prohibited and shall not be brought into the Fitness Center or locker areas for consumption. Alcohol, smoking or any consumption of tobacco products or alcoholic beverages is strictly prohibited.
5. Daily lockers in the locker rooms are available to all members on a first come, first serve basis while they are at the Fitness Center. Locks left on daily lockers will be removed and Management will not be responsible for its contents.
6. Tenants shall use the Facility and related equipment solely for weight and cardiovascular training.
7. Tenants and/or their employees shall be liable for any property damage of the Fitness Center. **NO DROPPING OF THE FREE WEIGHTS.**
8. The Owner, Agent and its agents, employees, officers and directors shall not be responsible for articles lost or stolen in the facility, or for loss or damages to any other property.

***F. Maintenance***

1. No individual shall leave any litter, trash, debris or clothing in the Facility. All trash should be placed in the appropriate waste receptacles.
2. Management may alter the Fitness Center in any way it deems desirable and may restrict the use to permit its maintenance, repair or alteration.

***G. Solicitations and Petitions***

1. Solicitations for the sale of any product, service or charitable contribution or petitions of any kind are strictly prohibited.

***H. Notices, Complaints or Suggestions***

1. A posted note in the Fitness Center shall be deemed proper notice to all members of any changes or additions to the Fitness Center's Rules and Regulations.

2. Complaints or suggestions as to the operation, maintenance, services, or equipment at the Facility are welcome. Such notices, complaints or suggestions should be registered directly to the building Management staff.
3. Users should notify building Management if they notice any unsafe or hazardous defect or condition relating to the Facility or equipment.
4. Any alleged injury or damage to any person or property which occurs in or about the Fitness Center should be reported to the building Management office immediately and within forty-eight (48) hours by written notice.

***I. Risk***

1. All use of the Fitness Center is at the user's own risk. It is understood that no fitness instructor, staff, monitor or security guard of any nature is supplied to or for the Facility.
2. All users of the Facility should be in good physical condition and consult with their personal physician or licensed health care provider in order to determine their level of fitness, whether they may begin or participate in a regular exercise program. A trained professional should be consulted for recommendations on specific exercises or appropriate fitness equipment for the individual.
3. Individuals should exercise good judgment with their exercise activity and pace themselves accordingly. Participants who experience pain, dizziness, nausea, or shortness of breath while exercising should cease their (exercise) activity immediately.
4. Management, including but not limited to owner and Agent, their agents, employees, officers and directors shall not be liable to the Member nor any other person for any claims, demands, injuries, damages, actions or causes of action, whatsoever, arising out of or connected with the use of the Fitness Center by the member.
5. Members understand that Management or employees of Management have not had any training that would qualify them to dispense medical advice or prescribe treatment and members acknowledge that no such representation has been made.

***K. Violation of Rules and Regulations***

1. All members are nonproprietary and are subject to termination as set forth herein.
2. Failure or refusal to comply with these rules and regulations may result in the loss of individual privileges.
3. Any tenant or employee allowing unauthorized personnel to gain access or use of the Fitness Center shall have his/her privileges revoked.