



FITNESS CENTER RELEASE AND WAIVER

As a condition to, and in consideration of, my use of the exercise, fitness, and weight training facilities and equipment located at 200 Massachusetts Avenue, N.W., Washington, D.C. (the "Fitness Facility"), I hereby certify, covenant and agree as follow:

1. I am in good physical condition and am able to use the facilities and equipment at the Fitness Facility, and to participate in exercise and fitness activities available therein. I will do all exercise and participate in all activities at the Fitness Facility at my own pace and at my own risk. I understand that the Fitness Facility is unmanned and unsupervised during its hours of operation.
2. I understand that neither the owners of 200 Massachusetts Avenue N.W., or Property Group Partners, LLC as agents for the owners, nor any of their affiliates represents that its employees, personnel or agents have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on any such medical condition.
3. I understand that in participating in one or more exercise or fitness activities at the Fitness Facility or in my use of the equipment or the facilities therein, there is a possibility of accidental or other physical injuries to myself or loss of or damage to my personal property. I AGREE TO ASSUME ALL RISK OF SUCH INJURY TO MYSELF AND LOSS OR DAMAGE TO PROPERTY, AND FURTHER AGREE TO RELEASE CAPITOL CROSSING I, LLC AND PROPERTY GROUP PARTNERS LLC, THEIR AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELEASED PARTIES") FROM, AND WAIVE ANY AND ALL CLAIMS, CAUSES OF ACTIONS, RIGHTS OF SUBROGATION, SUITS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND EXPENSES) OF EVERY KIND WHATSOEVER, WHETHER PAST OR PRESENT, CONTINGENT OR OTHERWISE, MATURED OR UNMATURED, KNOWN, UNKNOWN PUNITIVE, DIRECT OR INDIRECT, ACTUAL OR CONSEQUENTIAL, ARISING AT LAW, IN EQUITY OR OTHERWISE, RESULTING FROM OR RELATED TO MY USE OF THE FITNESS FACILITY OR THE EQUIPMENT AND FACILITIES LOCATED THEREIN, OR ANY INJURY OR HARM IN CONNECTION THEREWITH. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NOTHING CONTAINED IN THIS RELEASE AND WAIVER SHALL EXCULPTATE AND RELEASED PARTY FROM ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE EXTENT SUCH EXCULPATION IS PROHIBITED BY APPLICABLE LAW.
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 thereof or as a result of my use of the Fitness Facility and/or the equipment and facilities located therein.
5. I acknowledge that lockers in the locker rooms may only be used during use of the Fitness Facility, during normal hours and any locks left on lockers after such hours will be removed. Property Group Partners LLC will authorize the removal of locks and disposal of items left in lockers after use of the Fitness Facility, and Capitol Crossing I LLC nor their affiliates shall be responsible for such items.

6. I acknowledge that I received and read the Release and Waiver form governing the use and hours of operation of the Fitness Facility 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. I will not permit any other person to use my access card. I agree that Property Group Partners LLC may revoke my Fitness Facility privileges if I violate any of the Rules and Regulations and will return my access card upon demand.
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Name:	Signature:
Company:	Contractor/Full-Time (circle one)
Card #:	Date:
Male/ Female (circle one)	
Email:	