



## FITNESS CENTER RELEASE AND WAIVER

### **WAIVER OF LIABILITY**

As a condition to, and in consideration of, my use of the exercise, fitness, and weight training facilities and equipment located at 200 or 250 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 or 250 Massachusetts Avenue N.W., or Capitol Crossing Advisors, 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 CAPITOL CROSSING ADVISORS 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. Capitol Crossing Advisors 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, Capitol Crossing II LLC, nor their affiliates shall be responsible for such items.



6. I understand that while I have 24/7 access to the gym with my fob, the fitness center is open **Monday through Friday 7 AM - 7 PM** (closed T. & Th. 10 AM - 11 AM); **Saturdays from 7 AM - 1 PM; closed on Sundays**. I further understand that mechanical systems are not operational outside of these hours.
7. I acknowledge that I received and read the Release and Waiver and the Rules & Regulations attached hereto 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 Capitol Crossing Advisors LLC may revoke my Fitness Facility privileges if I violate any of the Rules and Regulations and will return my access card upon demand.

## **RULES AND REGULATIONS**

The following rules and regulations have been formulated for the safety and well-being of all the tenants of 200 or 250 Massachusetts Avenue N.W. Washington, DC. Adherence to these rules and regulations by each and every tenant contributes to a safe, enjoyable, and pleasant use of the Fitness Center for all users.

Use: Only those individual tenants, employees of office tenants, who have executed a Release and Waiver Form may use the Fitness Center. The Fitness Center and its equipment shall be used solely for its intended purpose. Any children using the fitness center must be 16+ and under the constant and direct supervision of their parent.

**NO DROPPING OR SLAMMING WEIGHTS!** Please be respectful to other tenants in the building.

### Hours of Operation:

Monday - Friday 7 AM - 7 PM

Saturday 7AM - 1 PM

Sunday CLOSED

**Closed on Tuesdays & Thursdays from 10 AM - 11 AM for cleaning and/or maintenance.**

Tenants however do have access to the gym 24/7/365 with their fobs.

Maintenance/Cleaning: The Fitness Center will close on Tuesdays and Thursdays from 10 AM to 11 AM for thorough cleaning and/or maintenance.

Clothing: The minimum attire at the Fitness Center shall be gym shorts, tee shirts, and tennis shoes. Any conventional exercise attire is permissible, including leotards, tights, warm-up suits. Sneakers, athletic shoes, dance slippers, or similar closed toe footwear must be worn at all times. Users of the Fitness Center must wear clean and appropriate attire when in transit to and from the Fitness Center.

Towel Service: Any used towels shall be placed in the towel drop locations in the fitness center or each locker room.

Conduct: Any conduct which unreasonably interferes, in the sole discretion of building management, with the use or enjoyment of the Fitness Center by other members or disrupts or interferes with the normal, safe, orderly and efficient operation of the Fitness Center is



strictly prohibited. iPods, iPhones, or other similar equipment may not be used without headphones.

Smoking: Smoking, vaping, or any other consumption of tobacco, alcohol, or illegal substance is strictly forbidden in the Fitness Center.

Food and Beverages: Food and beverages shall not be brought to the Fitness Center. Bottled water and sports drinks in non-breakable containers are allowed. No glass is permitted in the locker rooms or fitness center.

Lockers: Lockers shall only be used during the use of the Fitness Center. Items may not be stored in lockers overnight. If you forget your code for your lock, please see the “Experience Manager” for help. All lockers will be reset at the close of business hour every day. Building ownership and building management shall not be responsible for any items left in lockers.

Sauna: Saunas shall be used at the users’ own risk. Pregnant women and persons suffering from heart disease, diabetes, high or low blood pressure, circulatory or respiratory problems, seizures, or epilepsy should not enter the sauna without prior medical consultation. No alcohol is allowed in the saunas

Notice, Complaints, or Suggestions: Tenants and employees shall immediately notify Building Management in the event he or she discovers any unsafe or hazardous condition relating to the Fitness Center or any equipment therein, or any breakage, sickness, fire or other disorder at the Fitness Center. Complaints or suggestions as to the operation, maintenance, services, or equipment relating to the Fitness Center are welcome and should be registered through our management portal, IMPAK.

Violation of Rules: Failure or refusal by any tenant or employee to comply with these Rules and Regulations may result in the loss of such employee’s privilege of using the Fitness Center at either 200 or 250 Massachusetts Avenue NW.

Landlord reserves the right to add, or delete any Rule or Regulation herein contained and to change the method of operation to ensure maximum enjoyment of the facility.

**ACKNOWLEDGEMENT**

Name:	Email:
Company:	Contractor/Full-Time:
Fob #:	Male/Female:
Date:	
Signature	