

EXERCISE FACILITY CONSENT AND WAIVER OF LIABILITY

*Franklin Tower
1401 Eye Street NW
Washington, DC 20005*

In order to use the fitness center, facilities, and equipment (the "Fitness Facility") located at 1401 Eye Street NW (the "Building"), I hereby certify, covenant, and agree as follows:

I am in good physical condition and able to use the facilities and equipment and to participate in any and all exercise and fitness activities available or to be available. I have a reasonable basis for this opinion due to examination and/or consultation with my physician. I fully recognize that I am responsible for knowledge of my own state of health at all times.

I will do all exercise and participate in all activities at my own pace and at my own risk. I will use good judgment while exercising, will not overexert, and will follow any instructions concerning exercise procedures. If I have any questions regarding my workout, I will consult a trained professional.

I ACKNOWLEDGE THAT THE FITNESS FACILITY IS UNSTAFFED. I UNDERSTAND AND ACKNOWLEDGE THAT NEITHER THE OWNER OF THE BUILDING ("OWNER"), NOR THE PROPERTY MANAGEMENT COMPANY ("MANAGER"), NOR ANY OF THEIR AGENTS, ADVISORS OR EMPLOYEES, REPRESENTS THAT ITS EMPLOYEES, PERSONNEL OR AGENTS HAVE EXPERTISE IN DIAGNOSING, EXAMINING OR TREATING MEDICAL CONDITIONS OF ANY KIND IN DETERMINING THE EFFECT OF ANY SPECIFIC EXERCISE ON SUCH MEDICAL CONDITION.

I understand that in participating in one or more exercises or fitness activities at the Fitness Facility, or in use of the equipment or the Fitness Facility in any way, there is a possibility of accidental or other physical injury (including illness or death) or loss of my personal property. I voluntarily and knowingly agree to assume the risk of any such accident or injury (including illness or death) or loss of property. I hereby release and discharge Owner, Manager, and their respective officers, agents, employees, personnel, partners, directors, shareholders, affiliates and other representatives, and their successors and assigns (collectively, the "Released Parties") from any and all liability and/or claims whatsoever in connection with any injury, illness, death, accident, harm, damage, or loss of any kind in connection with my use of or entry into the Fitness Facility (including without limitation any of same which arise from the presence or transmission of any bacteria, viruses, or infectious diseases), even if caused by the negligence of the Released Parties (excepting only the gross negligence or willful misconduct of the Released Parties). In addition, I hereby agree to defend, indemnify, and hold harmless the Released Parties from any and all costs, claims, liability, harm, injury, damage, or expenses resulting from my use of or entry into the Fitness Facility, my use of the equipment located therein, or my violation of this agreement or any of the Rules and Regulations.

The fitness center may be used only during the following hours, in order to accommodate thorough cleaning of the facility on a daily weekday basis:

Monday through Friday: 6:00 a.m. to 8:00 p.m

I acknowledge that I have received and read a copy of the current Rules and Regulations governing the use of the Fitness Facility (a copy of which is attached hereto), I agree that I will fully comply with such Rules and Regulations as they are amended from time to time, including without limitation any and all which pertain to public health and/or the health and welfare of users of the Fitness Facility.

Employer Name

Employee Name (please print)

Suite Number

Signature

Telephone Number

Date

Locker Room Access: ___ Male ___ Female

Access Key Number: