

Liberty Place
325 7th Street, NW, Washington, DC 20004

AGREEMENT REGARDING USE OF THE FITNESS FACILITY
AND
WAIVER OF LIABILITY

I hereby agree that in exchange for my access to and my use of the fitness facility at Liberty Place, 325 7th Street, NW, Washington, DC 20004 (“the Facility”), I will comply with the following terms:

1. At all times when using the Facility, I will be in good physical condition sufficient to use the Facility and equipment and to participate in the exercise and fitness activities available. I understand and agree that there are no on-site staff for the Facility and that if I need training guidance regarding the use of the Facility or equipment, it is my responsibility to obtain that training or guidance elsewhere. I agree not to use the Facility if I am not in sufficient condition to use the Facility safely.
2. I understand that I will use the Facility at my own risk and that there is a possibility of physical injury or death arising out of my use of the Facility and the equipment in the Facility. I AGREE TO ASSUME THE RISK OF SUCH INJURY AND INDEMNIFY “LIBERTY PLACE OWNER LP”, THE OWNER OF THE BUILDING, ITS LENDERS, PARTNERS, SHAREHOLDERS, EMPLOYEES, PERSONNEL OR AGENTS, FROM LIABILITY FOR ANY AND ALL INJURY, ILLNESS, HARM OR DAMAGE RESULTING FROM MY USE OF THE FACILITY OF THE EQUIPMENT, UNLESS THE INJURY, ILLNESS, HARM, OR DAMAGE IS DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTIES.
3. I understand that there is limited surveillance or security provided inside the Facility and that I enter and use the Facility (including the equipment and locker rooms) at my own risk.
4. I will observe and follow the rules and regulations governing the use of the Facility, including all warning signs and equipment instructions posted in the Facility.
5. I will not lend my security card to anyone and I will not grant access to the Facility to anyone. I agree that if I do lend my card or grant access contrary to this Agreement, my right of access may be immediately cut off without notification.
6. Personal trainers are prohibited.

USER OF FACILITY:

WITNESS:

Signature

Signature

Printed Name

Printed Name

Date

Date

Access Fob/Card Number:

Company Name

Suite Number