

**300 M STREET, S.E.
FITNESS CENTER**

MEMBERSHIP RULES AND REGULATIONS

The following Rules and Regulations are intended to make the Fitness Center ("Center") at 300 M Street, S.E. a safe, enjoyable and as pleasant as possible for all members. These Rules and Regulations are applicable to all members, their partners, directors, and employees and may be changed from time to time by the Owner or its Managing Agent in order to provide for the safe, orderly and enjoyable use of the Center's facilities and equipment.

1. **Use.** Tenants of 300 M Street, S.E. shall use the facilities and related equipment solely for weight and aerobics training on the equipment provided. No person may use the Center unless they have signed a Waiver of Liability form. The Center is only open to the Tenants of 300 M Street, S.E.. Guests are not authorized to use the Center, this includes outside personal trainers.
2. **Hours of Operation.** The Center may be used only during the following hours:

Monday through Friday
5:00 a.m. to 8:00 p.m.

Saturday
6:00 a.m. to 1:00 p.m.

The Center will not be open for use on Sundays, New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Center may be closed at the Owner's and its Management Agent's sole discretion. The Owner and its Management Agent reserves the right to adjust hours of operation.

3. **Access.** Access is permitted with use of the building Kastle key card, which will be programmed for entry upon signing of the Waiver of Liability. Completed Waiver of Liability forms can be returned to the Property Management Office.
4. **Clothing.** Any conventional exercise attire is permissible. Sneakers, tennis shoes, or similar footwear must be worn at all times.
5. **Conduct.** Any conduct which unreasonably interferes with the use or enjoyment of the Center or the equipment by other tenants, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Center or the equipment is strictly prohibited. Radios, tape recorders or other similar equipment may not be used without headphones.
6. **Smoking.** Smoking of any kind or any other consumption of tobacco products is strictly prohibited.

7. **Solicitations and Petitions.** Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind are strictly prohibited unless approved by the Management Agent.
8. **Food and Beverages Prohibited.** Food shall not be brought to the facility for consumption on the premises. Alcoholic beverages are strictly prohibited. No food or drink (except water) is allowed in the workout room or the locker rooms. A water cooler is located in the workout room; members are required to bring their own containers.
9. **Other Facilities.** Lockers, showers and restrooms are provided. The Owner or its Managing Agents are not responsible for personal possessions left in this facility. All articles must be removed when the Tenant leaves the Center. The Owner and its Managing Agent reserves the right to remove any remaining articles when the Center closes each day. Items left in lockers shall be retained for a period of 7 days before being disposed of, if left unclaimed.
10. **Towels.** Towels are provided for use within the Center. All provided towels are considered property of the Owner. Removal of these towels from the facility premises is strictly prohibited and may result in the loss of membership privileges.
11. **Maintenance.** No member shall leave any litter, trash, debris, or articles of clothing at the Center. All loose soap, shampoo, combs, etc. will be disposed of daily for health reasons. Towels shall be disposed of properly in the locker room receptacles and hampers.
12. **Notices, Complaints, or Suggestions.** Tenants must immediately notify the Managing Agent in the event they discover any unsafe or hazardous defect or condition relating to the Center or the equipment, or any serious breakage, fire, or disorder at the facility. Complaints or suggestions as to the operation, maintenance, services, or equipment at the Center are welcome. Such notices, complaints or suggestions should be sent to the Property Management Office.
13. **Violation of Rules.** Failure or refusal to comply with these Rules and Regulations may result in the loss of membership privileges.

**300 M Street, S.E.
Washington, DC 20003**

FITNESS CENTER – WAIVER OF LIABILITY

As a condition to, and in consideration of, my use of the 300 M Street, S.E. Fitness Center (inclusive of exercise, cardiovascular and weight training facilities and equipment and personal training and personal care services, all located at 300 M Street, S.E., herein after referred to as (the “Center”), I hereby certify, covenant and agree as follows:

1. I am in good physical condition and am able to use the facilities and equipment at the Center, and to participate in exercise and fitness activities available therein, and without any medical restrictions. I will do all exercise, and participate in all activities at the Center at my own pace and at my own risk. I understand, at times, that the Center is unmanned and unsupervised during its hours of operation.
2. I understand that the Owner does not represent 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 such medical condition (s).
3. I understand that in participating in one or more exercises or fitness activities or in my use of the equipment or the facilities therein, there is a possibility of accidental or other physical injury or loss of or damage to my personal property. **I agree to assume all risk of such injury or loss of or damage to property, and further agree to indemnify and hold harmless Federal Center, L.P., JGB Smith Properties; and any officers, directors, shareholders, partners, employees, personnel or agents thereof, from any liability, loss, cost, damage, expense, claim, suit, or damage resulting from or related to my use of the center or the equipment and facilities located therein, except to the extent such an injury, loss, illness, harm, cost, expense, claim, suit, or damage is caused by the intentional act or omission of such parties.**
4. I further grant permission for first aid and/or CPR to be given to me in an emergency, as determined at the sole discretion of the employees, personnel or agents of JGB Smith Properties; and I 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 Center and/or the equipment and facilities located therein.
5. I acknowledge that I have received and read a copy of the Rules and Regulations governing the use and hours of operation of the Center 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.

Name (please print)

Company Name

Signature

Date

Kastle Card Number

Male or Female

Phone Number

Email Address

Emergency Contact

Emergency Contact Phone Number