



## CityCenterDC

### **CITYCENTERDC OFFICES FITNESS CENTER** **WAIVER OF LIABILITY & MEMBER RULES AND REGULATIONS**

As a condition to, and in consideration of, my use of the Fitness Center, to include use exercise and weight training facilities, equipment, group exercise studio ("Studio") and locker rooms located at CityCenterDC – Offices, One and Two CityCenter, 800 & 850 Tenth Street, NW, Washington, D.C. ("Center"), and my participation in fitness classes, personal training and/or other activities within the studio room ("Studio") located within the Fitness Center located at CityCenterDC – Offices, One and Two CityCenter, 800 & 850 Tenth Street, NW, Washington, D.C. ("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, including, but not limited to, the Studio, and to participate in exercise and fitness activities and classes available therein (including, but not limited to, "boot camp", "zumba" and other fitness-oriented classes and wellness programs) ("Classes"). I will do all exercises and participate in all activities at the Center at my own pace and at my own risk. I understand that the Center is unmanned and unsupervised during its hours of operation.**
- 2. I understand that CCDC Office LLC and Hines Interests Limited Partnership do not represent that its employees, personnel or agents have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effects of any specific exercise on such medical conditions.**
- 3. I understand that neither CCDC Office LLC nor Hines Interests Limited Partnership are sponsoring any Classes held within the Studio. All Classes are being sponsored by my employer and participation in the Classes is entirely voluntary on my part.**
- 4. I expressly acknowledge and agree that any personal trainers or fitness instructors on the premises of the Center are a separate and distinct entity from CCDC Office LLC and Hines Interests Limited Partnership and I understand and agree that such parties are not liable or responsible in any way for the actions of such personal trainers or fitness instructors.**
- 5. I agree and acknowledge that CCDC Office LLC and Hines Interests Limited Partnership have not undertaken nor are they obligated to undertake any responsibility to me or other duty of care related to my participation in the Classes, including, but not limited to, any contractual or other obligation related to safety, security, supervision, training, injury or illness.**
- 6. I understand that in participating in one or more exercises, fitness activities or Classes at the Center or in my use of the equipment or the facilities therein, there is a possibility of accidental or other physical injury or of loss of or damage to my personal property. I AGREE TO ASSUME ALL RISK OF SUCH INJURY OR LOSS OF OR DAMAGE OF PROPERTY, AND FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS CCDC OFFICE LLC, HINES INTERESTS LIMITED PARTNERSHIP, AND ANY OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL OR AGENTS THEREOF, FROM ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM OR SUIT WHATSOEVER FOR ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO MY USE OF THE CENTER OR THE EQUIPMENT AND FACILITIES LOCATED THEREIN, INCLUDING USE OF THE STUDIO FOR CLASSES, 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.**
- 7. 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 of my use of the Center and/or the equipment and facilities located therein, including without limitation the Studio.**



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8. 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.
  
9. I HAVE READ AND UNDERSTAND THIS FITNESS STUDIO WAIVER OF LIABILITY AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
FULL NAME (PLEASE PRINT)

\_\_\_\_\_  
SUITE NUMBER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
ACCESS CONTROL CARD / FOB NUMBER

\_\_\_\_\_  
DATE



## CityCenterDC

The following Rules and Regulations are intended to make the Fitness Center ("Center") at 800 Tenth Street NW as safe, enjoyable and pleasant as possible for all members. These Rules and Regulations are applicable to all member, their partners, directors, and employees; which may be changed from time to time by CCDC Office LLC, a Delaware limited liability corporation or Hines Interests Limited Partnership, in order to provide for the safe, orderly and enjoyable use of the Center's facilities and equipment.

1. **Use:** Tenants of 800 & 850 Tenth Street NW 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. This Center is open to Tenants only and their pre-approved instructors and personal trainers. Guests are not authorized to use the Center.

2. **Hours of Operation:** The Center may be used only during the following hours:

Monday through Friday  
5:30 a.m. to 10:00 p.m.

Saturday  
5:30 a.m. to 10:00 p.m.

Sunday  
7:00 a.m. to 5:00 p.m.

The Center may be closed at the Landlord's sole discretion. Tenants will be notified at least 24 hours in advance of any closing, unless such closing is due to emergency repairs and maintenance. The Landlord reserves the right to adjust hours of operation.

3. **Access:** Access is by magnetic key, which will be coded for entry upon signing of Waiver of Liability form.

4. **Clothing:** The minimum attire at the facility shall be gym shorts, tee shirts, socks and tennis shoes. Any conventional exercising attire is permissible, including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes, or similar footwear must be worn at all times. Users of the Center must wear clean and appropriate attire when in transit to and from the Center, which may include, but not be limited to, warm-up suits and sweat suits.

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. Tenants in violation of this rule will be subject to immediate expulsion.

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.

8. **Identification:** Tenants must, upon request by the Property Management employees or personnel, present their magnetic access key for identification purposes. CCDC Office LLC and Hines Interests Limited Partnership assume no responsibility for lost or stolen access keys.

9. **Food and Alcoholic Beverages Prohibited:** Food and alcoholic beverages shall not be brought to the facility for consumption on the premises. No food or drink, except water and sport drinks, are allowed in the workout room or the locker rooms.

10. **Notices, Complaints, or Suggestions:** Tenants must immediately notify the Property Management Office in the event they notice any unsafe hazardous defect or condition relating to the Center or the equipment, or any serious breakage, fire, or disorder at the facility. Complaints are welcome. Such notices, complaints or suggestions should be sent to the Property Management Office located on the 3<sup>rd</sup> floor of Two CityCenter, 800 Tenth Street NW in Suite 350.

11. **Locker Room Facilities:** Lockers, showers, and restrooms are provided. CCDC Office LLC and Hines Interests Limited Partnership ("Managing Agent") may prohibit use or close this Center if misused in any way. CCDC Office LLC and its Managing Agent take no responsibility of personal possessions left in this facility. Locking the lockers is permissible, but must be unlocked and all articles must be removed when the Tenant leaves the Center. CCDC Office LLC and its Managing Agent reserve the right to remove any remaining articles when the Center closes each day.

12. **Violation or Rules:** Repeated failure or refusal to comply with these Rules and Regulations may result in the loss of membership privileges.

13. **Maintenance:** No Tenant shall leave any litter, trash, debris, or article of clothing at the center. All loose soap, shampoo, combs, etc. will be disposed of daily for health reasons. Towels should be disposed of properly in the hampers.

14. **Headphones:** All members are required to use headphones when using the television sets during their workout.

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Please Initial Here

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Access Card Number