

Exercise Facility Consent and Waiver of Liability

Portals III
1201 Maryland Avenue, SW
Washington, D.C. 20024

In order to use the fitness facility and equipment located at 1201 Maryland Avenue, SW, Washington, DC 20024 (the "Building") including, without limitation, any outdoor exercise facilities (for example, outside basketball court and outside tennis court constructed on the land and/or the land adjacent to the building pursuant to agreements between Landlord and the owners of the land adjacent to the Building).

I hereby certify, covenant, and agree as follows:

1. 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.
2. 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.
3. 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 of in determining the effect of any specified exercise on such medical condition.
4. I understand that in participating in one or more exercises or fitness activities at the facility, or in use of the equipment or the facility in any way, there is a possibility of accidental or other physical injury or loss of my personal property. I agree to assume that risk of any such 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, harm, and damage, and waive any and all claims whatsoever, for any injury, accident, or loss in connection with my use of or entry into the facility. In addition, I hereby agree to defend, indemnify and hold harmless and Released Parties from any and all costs, claims, liability, harm, damage, or expenses resulting from my use of or entry into the facility or the equipment, other than due to the willful misconduct of the Released Parties.
5. I acknowledge that I have received and read a copy of the current Rules and Regulations governing the use of the Fitness Center (a copy of which is attached hereto). I agree that I will fully comply with all rules and regulations as they are amended from time to time.

USER: (please print) _____

Date: _____

Signature: _____

Home Address:

Tenant: _____

Suite Number: _____ **Telephone:** _____

Access Key Number: _____

Email address: _____

Gender: M ___ **F** ___