

## BRADDOCK METRO CENTER FITNESS CENTER

### Waiver of Liability

In consideration of the right to use the exercise and weight training facilities and equipment located at **1320 Braddock Place, Alexandria, VA 22314**, 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 activities at my own pace and at my own risk. I fully recognize that I am responsible for knowledge of my own state of health at all times. If I have any questions regarding my workout, I will consult a trained professional.*
- 2. I acknowledge that the facility is unstaffed. I understand that 1320 Braddock Place, WRIT Braddock Office LLC, KCP 1310 LLC and Cushman & Wakefield (with their successors and assigns, "Landlord", "Agent", "Sub Agent" for 1320 Braddock Place, respectively), and any of their respective parent companies, subsidiaries, affiliated companies, officers, directors and employees do not represent that their respective 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.*
- 3. Tenants of 1310/1320/1330/1340 Braddock Place 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 Tenant's **on-site** employees only. Guests are not authorized to use the Center.*
- 4. I understand that in participating in one or more exercises or fitness activities at the facility or in using of the equipment or the facility, there is a possibility of accidental or other physical injury or loss of my personal property. **I HEREBY ASSUME ALL RISKS (WHETHER DIRECT OR INDIRECT) OF (A) ANY SUCH INJURY, OF ANY KIND OR NATURE, AND (B) ALL RISK OF LOSS OF PROPERTY, AND INDEMNIFY AND HOLD HARMLESS LANDLORD, AGENT AND SUB AGENT, AND ANY PARENT COMPANY SUBSIDIARY, AFFILIATED COMPANIES, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL OR AGENTS OF EACH OF THEM (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ALL LIABILITY, LOSS, COST, DAMAGE, EXPENSE, ACTION, DEMAND, CLAIM OR SUIT OF ANY SPORT FOR ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO MY USE OF THE FACILITY OR THE EQUIPMENT LOCATED THEREIN, OR THE ACTIONS OR CONDUCT OF OTHERS IN, AROUND, OR ABOUT THE FACILITY. I HEREBY RELEASE AND DISCHARGE EACH OF 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.***
- 5. I hereby acknowledge that the installation of the equipment, devices and facilities in or serving the facility shall in no way be deemed to be a representation or warranty by Landlord,*



*Agent, or Sub Agent regarding the efficacy or safety of any of the same, nor as an agreement or undertaking by, or obligation of Landlord, Agent, or Sub Agent to protect, indemnify or hold me harmless from any harm of any type or to ensure my safety. I expressly acknowledge, understand, and agree that my use of any such facilities, equipment, or devices is at my sole risk.*

6. *I acknowledge that I have received and read a copy of the Rules and Regulations governing the use and hours of operation of the facility and equipment. I agree that I will fully comply with these Rules and Regulations as they are amended from time to time.*

SIGNED AND AGREED:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Building Address and Suite Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Datawatch Fob/Access Card Number

**LOCKER ROOM ACCESS (PLEASE CIRCLE ONE):**

**Men's Locker Room Access**

**Women's Locker Room Access**