

## **FITNESS CENTER RULES AND REGULATIONS**

The following rules and regulations are intended to make the exercise facility ("Fitness Center") at 400-444 North Capitol Street, Washington, D.C. ("Building") as safe, enjoyable and pleasant as possible for all users.

- Use. Only those individual tenants or full-time employees of Office tenants in the Building who have executed a Waiver of Liability Form may use the Fitness Center. No persons under the age of 18 nor guests are permitted in the Fitness Center. This includes spouses, friends, children, etc. Users shall use the Fitness Center solely for its intended purpose.
- Hours of Operation. The Fitness Center hours are as follows:

Monday – Friday:	4:30 a.m. to 10:30 p.m.
Saturday/Sunday	4:30 a.m. to 10:30 p.m.
Closed all other times and Building Holidays	
- Clothing. The minimum attire at the Fitness Center shall be gym shorts, tee shirts and tennis shoes. Any conventional exercise attire is permissible, including leotards, tights, warm-up suits, etc. Sneakers, athletic shoes, dance slippers or similar footwear must be worn at all times. Members of the Fitness Center must wear clean and appropriate attire when in transit to and from the Fitness Center.
- Conduct. Any conduct which unreasonably interferes, in the sole discretion of building management, with the use or enjoyment of the Fitness Center by other members or disrupts or interferes with the normal, safe, orderly and efficient operation of the Fitness Center is strictly prohibited. Personal radios, tape recorders or other similar equipment may not be used without headphones.
- Smoking. Smoking of any kind or any other consumption of tobacco, alcohol or illegal substances is strictly forbidden.
- Solicitations and Petitions. Solicitation for the sale of any product or service, or for charitable contributions, or petitions of any kind, are strictly prohibited.
- Food and Beverages. Food and beverages shall not be brought to the Fitness Center. Bottled water & sport drinks in non-breakable containers are allowed.
- Notices, Complaints or Suggestions. Each Member shall immediately notify the management agent of the Building in the event he or she discovers any seemingly unsafe or hazardous defect or condition relating to the Fitness Center or any equipment therein, or any breakage, sickness, fire or other disorder at the Fitness Center. Complaints or suggestions as to the operation, maintenance, services or equipment relating to the Fitness Center are welcome, and should be registered with the management agent of the Building.

**FITNESS CENTER RULES AND REGULATIONS (CONTINUED)**

- Lockers. Lockers shall be used only during the use of the Fitness Center. Locks may be used on lockers, but no locks may be left on lockers after 10:00 p.m. Any locks in violation of these rules may be removed by the management agent at its option.
- Maintenance. Members shall not leave litter, trash, debris or articles of clothing at the Fitness Center. Any property left at the Fitness Center shall be deemed abandoned and management may dispose of same.
- Violation of Rules. Failure or refusal by any member to comply with these Rules and Regulations may result in the loss of such member's privilege of using the Fitness Center.
- Modifications. Management reserves the right to modify these Rules and Regulations from time to time in order to promote the safe orderly and enjoyable use of the Fitness Center.

**ACCEPTED AND AGREED:**

Individual Printed Name: \_\_\_\_\_

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

Suite Number: \_\_\_\_\_

Suite Phone #: \_\_\_\_\_

Access Card Number: \_\_\_\_\_

Circle One:      Male / Female (required for access system)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MANAGEMENT USE:**

Property Management Approval: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

**FITNESS CENTER WAIVER FORM**

For and in consideration of the benefits derived from my use of the exercise and weight training facilities and equipment (the "Fitness Center") located at 400 North Capitol Street, Washington, D.C. ("Building"), I assume all risks and hazards of every kind or nature incidental to such use and agree to indemnify, release and hold harmless MEBAR Realty Holding Trust, the owner of the Fitness Center ("Owner"), The Trustees of the MEBA Pension Trust, the owner of the Building ("Building Owner"), and Trammell Crow Company, the manager of the Building ("Manager"), and each of their respective affiliates, officers, managers, employees and agents and their heirs, successors and assigns, from all claims, losses, costs, expenses and damages of any kind and nature whatsoever which may arise or hereafter accrue in connection with my use of the Fitness Center or any other activity or equipment used therein, including, without limitation, payment of any attorney's fees and court costs incurred in defending against the claims, losses, costs, expenses and damages released hereby.

With respect to my use of the Fitness Center, I make the following representations and warranties:

- A medical doctor has examined me within the last year, and he or she has determined that I am in good physical condition and able to use the Fitness Center and participate in the exercise and fitness activities available there.
- I understand that there will be no security personnel, surveillance or security provided in the Fitness Center to protect me or my property from third parties or other loss or injury.
- I understand that there will be no instructors or other representatives of the Owner, Building Owner or Manager at the Fitness Center to instruct or assist me in the use of the equipment located in the Fitness Center.
- I understand that in using the Fitness Center and in participating in exercise and fitness activities available there, there is a possibility I may suffer personal injury or loss or damage to my property. I agree to assume the risk of any such injury, damage, or loss. I further grant permission for first aid to be given to me in an emergency, and I will be solely responsible for any medical costs which may result should I require medical attention. In the event of emergency, the Manager will only notify their employer of the situation.
- I have read the Rules and Regulations attached hereto governing the use of the Fitness Center, and I agree with the Rules and Regulations as the same may be amended from time to time.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_