

**2001 L STREET, LLC  
FITNESS CENTER  
RULES AND REGULATIONS**

The following rules and regulations are intended to make the 2001 L Street, LLC exercise facility ("Fitness Center") a safe environment for all users. These rules are applicable to all users and may be changed from time to time by Transwestern in order to provide for safe use of the facility and equipment.

1. **Use:** Only those individuals who are employed by a company who has executed a lease agreement and have themselves executed a Waiver of Liability may use the facility. No guests are permitted. Users shall use the facilities and related equipment solely for fitness, weight training or other athletic use.
2. **Hours of Operation:** The hours of operation are 6:00 a.m. to 9 p.m., Monday through Friday; the facility and locker rooms are closed on weekends and building holidays.
3. **Clothing:** The minimum attire at the facility shall be standard workout clothing (gym shorts, tee shirts, and tennis shoes). Sneakers, tennis shoes or similar footwear must be worn at all times.
4. **Conduct:** Any conduct, which unreasonably interferes with the use of the facility or the equipment by other persons, or disrupts or interferes with the safe operation of the facility or the equipment is strictly prohibited. Personal radios, tape recorders, or other similar equipment may not be used without headphones. Any persons in violation of this rule will be subject to immediate expulsion.
5. **Use of Tobacco Products:** Smoking of any kind or any other consumption of tobacco products is strictly prohibited.
6. **Solicitations and Petitions:** Solicitations for the sale of any product, service, or charitable contributions, and petitions of any kind are strictly prohibited.
7. **Identification:** Users must present their Datawatch key fobs upon request by Building Management for identification purposes. 2001 L Street, LLC assumes no responsibility for lost or stolen keyfobs.
8. **Food :** Food is prohibited and shall not be brought into the facility for consumption.
9. **Other facilities:** All rules and regulations also apply to the shower facilities. Lockers are provided for your use while using the facility. Items shall not be stored in lockers. Any locks left on lockers overnight will be removed.
10. **Violation of Rules:** Failure or refusal to comply with these rules and regulations will result in the loss of individual privileges upon notice from 2001 L Street, LLC.
11. **Maintenance:** No user shall leave any litter, trash, debris or articles of clothing at the facility.

**WAIVER AND ACKNOWLEDGMENT  
BUILDING EXERCISE FACILITY**

In consideration for being permitted to enter the premises and to use the exercise facility and any facilities and equipment therein (collectively, the "Facility") located at 2001 L Street, NW, Washington, D.C. 20036, I, the undersigned, eighteen years of age or older, freely execute this Waiver and Acknowledgment.

1. I understand that there are potential risks and dangers involved in the use of the Facility and the exercise equipment (the "Equipment") located in it. I understand that these risks and dangers of serious bodily injury include permanent disability and death and may be caused by my own actions, or inactions, the actions or inactions of other users of the Facility, or the actions or inactions, including without limitation, the negligence of the Released Parties (as defined below); and there may be other risks either unknown to me or readily foreseeable at this time. I understand that the Equipment can cause injuries and that I am solely responsible for ensuring that I use the Equipment properly and only for the intended purpose. I understand that there will not be any trained personnel at the Facility to supervise my use of the Equipment. Knowing all of these things, I am willing to assume all of the risks (known and unknown) associated with and all responsibility for losses, costs, and damages I sustain as a result of my use of the Facility and the Equipment.

2. I have had a full physical examination by a physician within six months of today's date. Based on that examination, and my own assessment of my health since that time, I represent that I do not suffer from any physical or mental difficulties that make it inadvisable for me to use the Facility and the Equipment. I understand that I am responsible for having physical examinations to ensure that there is no change in my health that would make it inadvisable for me to use the Equipment or any part of the Facility in the future. I will discontinue my use of the Facility or of particular Equipment whenever my doctor so suggests or whenever it would be prudent to discontinue in light of my physical or mental condition.

3. I shall comply with any rules or regulations that the Building owner or manager may establish for use of the Facility or the Equipment. I shall also comply with any amendments or other modifications of those rules or regulations.

4. I am responsible for any damage I may directly or indirectly cause to the Facility or any of the Equipment. In addition, I will instruct my office administrator to inform the building manager if I notice any damage to the Facility or any of the Equipment.

5. I will be given an access card for the Facility. I will not give or lend my access card to anyone else. I will not let any unauthorized person into the Facility. I will instruct my company's office administrator to let the building manager know immediately if the access card is lost or stolen.

6. To the fullest extent permitted by law, I hereby waive any and all claims, causes of action, demands, actions, and suits of any kind that I may now or hereafter have against the Building owner and its affiliates, officers, staff, employees, agents, representatives, or manager (individually and collectively, the "Released Parties") for any injury, loss, damage, liability, cost, or expense (due to theft or otherwise), including attorneys' fees (collectively "Costs") that may arise from or relate in any way to my use or intended use of the Facility or the Equipment. I understand that this waiver is, and is intended to be, an absolute bar on any such suit or other action and that it may be pled as such.

7. To the fullest extent permitted by law I also hereby indemnify the Released Parties and hold them harmless from and against, any Costs arising from or relating in any way to my use or intended use of the Facility and the Equipment, or the acts or omissions of the Released Parties irrespective of any negligence or fault on their part.

8. No determination by any court, governmental body or otherwise that any provision of this Waiver and Acknowledgement hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of any other such provision or such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

9. I understand that the Building owner or manager may revoke my right to use the Facility or the Equipment at any time.

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

Access Card Number: \_\_\_\_\_ Print Name: \_\_\_\_\_

Employer: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Male \_\_\_\_\_ Female \_\_\_\_\_