



ALEXANDER COURT

2001 K STREET NW

FITNESS CENTER - RULES AND REGULATIONS

The following rules and regulations are intended to make the Alexander Court North and South exercise facilities ("Fitness Center") a safe environment for all users. These rules are applicable to all users and may be changed from time to time by building management 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 5:30 a.m. to 10 p.m., Monday through Friday; 8:00 a.m. to 8:00 p.m., Saturday and Sunday. Closed on Holidays.
3. **Clothing:** The minimum attire at the facility shall be clean 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 K LLC assumes no responsibility for lost or stolen keyfobs.
8. **Food and Beverages:** Food and beverages are 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. Any locks left on lockers overnight will be removed.
10. **Violation of Rules:** Failure or refusal to comply with these rules and regulations may result in the loss of individual privileges upon notice from 2001 K LLC.
11. **Maintenance:** No user shall leave any litter, trash, debris or articles of clothing at the facility.

Please note – your access fob will be activated for the fitness center at Alexander Court North and the fitness center Alexander Court South.

**Alexander Court South
Waiver and Release Liability**

The exercise facility (the "Facility") located at Alexander Court North and South - 2001 K Street, NW; Washington, D.C. (the "Building") was installed by 2001 K LLC, the owner of the Building ("Landlord"), for the convenience and use of tenants of the Building. I acknowledge that the Facility will have no staff or instructors and that I am voluntarily using the Facility and the equipment located therein at my sole risk. I am aware and do hereby acknowledge that exercise/sport activity involves stress and certain risks including, without limitation, abnormal blood pressure, fainting, disorders of heart beat and rare instances of heart attack. I hereby acknowledge and voluntarily accept such risks and further acknowledge that I have been advised to consult with a doctor prior to using the Facility regarding the advisability of its use and to undergo regular medical and fitness testing to determine personal fitness, proper activity level and the level of personal risk involved.

I hereby assume all risks of injury to persons or property that might result from use of the Facility by me or others given access to the Facility through me or my security key fob (collectively, hereinafter, "my use"). Landlord shall not be responsible or liable in any manner to me or to any other person for any claims, demands, injuries, damages, actions or causes of action whatsoever (collectively, the "Claims") to persons or property arising out of or in any way connected with my use of the Facility or the equipment therein. I hereby waive any such Claims and forever release, discharge and indemnify Landlord, its employees, agents, representatives and officers from any Claims that may arise, even if any of such Claims arise from the negligence of any of the foregoing entities or persons.

I (a) consent to the use of ceiling-mounted cameras in the Facility and videotaping of all use of the Facility, and (b) agree to strictly obey all rules and regulations adopted by the Landlord from time to time for the use of the Facility.

I understand that the Landlord may elect, in its sole and absolute discretion at any time or from time to time, to discontinue the right to use of the Facility by any individual, or to discontinue use of the Facility in its entirety.

I have carefully read the foregoing and agree to its terms and conditions voluntarily.

- ◆ Signature _____
- ◆ Name _____
- ◆ Date _____
- ◆ Company _____
- ◆ Datawatch Card # _____
- ◆ Email Address _____
- ◆ Please Circle One: Male Female

(The locker rooms at Alexander Court North are access controlled)

For the use of 2001 K LLC only

- ◇ Date Activated _____