



**500 L'Enfant Plaza  
Washington, DC 20024**

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**WAIVER OF LIABILITY**

As a condition to, and in consideration of, my use of the Fitness Center and the exercise and weight training facilities and equipment located at 500 L'Enfant Plaza, SW Washington, DC (the "Center"), I hereby certify, covenant and agree as follows:

I am in good physical condition and am able to use the facilities and equipment at the Center, and to participate in exercise and fitness activities available therein. I will do all exercise and participate in all activities at the Center at my own pace and at my own risk. I understand that the Center is unmanned and unsupervised during its hours of operation.

I understand that 500 L'Enfant Plaza, DEKA USA DIM Property One LP, Jones Lang LaSalle Americas, Inc., and Cushman & Wakefield U.S., Inc. do not represent that its 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.

I understand that in participating in one or more exercise or fitness activities at the Center or in my use of the facilities therein, there is a possibility of accidental or other physical injury (including death) or of loss of or damage to my personal property. I AGREE TO ASSUME ALL RISK OF SUCH PHYSICAL INJURY (INCLUDING DEATH) OR LOSS OF OR DAMAGE TO PROPERTY AND ANY ASSOCIATED COSTS OR EXPENSES I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS DEKA USA DIM Property One LP, Jones Lang LaSalle Americas, Inc., Cushman & Wakefield U.S., Inc., AND ANY OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL OR AGENTS THEREOF ("INDEMNIFIED PARTIES"), FROM ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM OR SUIT WHATSOEVER FOR ANY AND ALL INJURY (INCLUDING DEATH), LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO MY USE OF THE CENTER OR THE EQUIPMENT AND FACILITIES LOCATED THEREIN, OTHER THAN THAT WHICH IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

I further grant permission for first aid to be given to me in an emergency, and agree that I will be solely responsible for any medical costs which may arise as a result thereof or as a result of my use of the Center and/ or the equipment and facilities located therein.



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

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**User's Signature**

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**Date**

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**Printed Name**

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**Tenant Name & Suite #**

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**Male/Female (for locker room access)**

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**Access Card Type & Number**



## **FITNESS CENTER MEMBERSHIP RULES & REGULATIONS**

The following Rules and Regulations are intended to make the Fitness Center (“Center”) at 500 L’Enfant Plaza, SW as safe, enjoyable, and pleasant as possible for all members. These Rules and Regulations are applicable to all members, their partners, directors and employees, and may be changed from time to time by 500 L’Enfant Plaza, DEKA USA DIM Property One LP, Jones Lang LaSalle Americas, Inc., Cushman & Wakefield U.S., Inc. in order to provide for the safe, orderly and enjoyable use of the Center’s facilities and equipment.

1. **Use.** Tenants of 500 L’Enfant Plaza, SW 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 tenants only. Guests are not authorized to use the Center.
2. **Hours of Operation.** The Center may be used only during the following hours:

*Monday through Friday - 6:00am to 10:00pm*

*Saturday & Sunday – 8:00am to 6:00pm*

The Center will not be open for use on Federal Holidays. The Center may be closed at the Landlord’s sole discretion. Tenants will be notified at least 24 hours in advance of any closing unless such closing is due to emergency repairs and maintenance. The Landlord reserves the right to adjust hours of operation.

3. **Access.** Access is by access card which will be coded for entry upon signing of the Waiver of Liability form.
4. **Clothing.** The minimum attire at the facility shall be gym shorts, tee shirts, socks, and tennis shoes. Any conventional exercise attire is permissible, including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes, or similar footwear must always be worn. Users of the Center must wear clean and appropriate attire when in transit to and from the Center, which may include, but not be limited to, warm-up suits and sweat suits.
5. **Conduct.** Any conduct which unreasonably interferes with the use or enjoyment of the Center or the equipment by other tenants, or disrupts or interferes with the normal, safe, orderly, and efficient operation of the Center or the equipment, is strictly prohibited. Radios, smartphones, or other similar equipment may not be used without headphones. Tenants in violation of this rule will be subject to immediate expulsion.
6. **Smoking.** Smoking of any kind or any other consumption of tobacco or vape products is strictly prohibited.
7. **Solicitations and Petitions.** Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.
8. **Identification.** Tenants must, upon request by Ownership or Management, present their building ID for identification purposes. 500 L’Enfant Plaza, DEKA USA DIM Property One LP, Jones Lang



LaSalle Americas, Inc., and Cushman & Wakefield U.S., Inc. assume no responsibility for lost or stolen access keys.

9. **Food and Beverages.** Food and beverages shall not be brought to the facility for consumption on the premises. Alcoholic beverages are strictly prohibited. No food or drink (except water) is allowed in the workout room or the locker rooms.
10. **Notices, Complaints, or Suggestions.** Tenants must immediately notify 500 L'Enfant Plaza, DEKA USA DIM Property One LP, Jones Lang LaSalle Americas, Inc., and Cushman & Wakefield U.S., Inc. in the event they discover any unsafe or hazardous defect or condition relating to the Center or the equipment, or any serious breakage, fire, or disorder at the facility. Complaints or suggestions as to the operation, maintenance, services, or equipment at the Center are welcome. Such notices, complaints or suggestions should be reported to Management at 500 L'Enfant Plaza, SW, c/o JLL Property Management, Lobby Level, Washington, DC 20024 or by phone: 202-488-5271
11. **Other Facilities.** Lockers, showers, and restrooms are provided. 500 L'Enfant Plaza, DEKA USA DIM Property One LP, Jones Lang LaSalle Americas, Inc., and Cushman & Wakefield U.S., Inc. may prohibit use or close this Center if misused in any way. 500 L'Enfant Plaza, DEKA USA DIM Property One LP, Jones Lang LaSalle Americas, Inc., and Cushman & Wakefield U.S., Inc. take no responsibility for personal possessions left in this facility. Locks on lockers are permissible, but all articles and locks must be removed when the Tenant leaves the Center. 500 L'Enfant Plaza, DEKA USA DIM Property One LP, Jones Lang LaSalle Americas, Inc., and Cushman & Wakefield U.S., Inc. reserve the right to remove any remaining locks.
12. **Maintenance.** No member shall leave any litter, trash, debris, or articles of clothing at the Center. All loose soap, shampoo, combs, etc. will be disposed of daily for health reasons. Used towels should be disposed of properly in the provided receptacle. Fitness Center users should ensure all equipment is wiped down immediately after use. Return all weights/mats to their proper area
13. **Violation of Rules.** Repeated failure or refusal to comply with these Rules and Regulations may result in the loss of membership privileges.