



THE LENKIN COMPANY MANAGEMENT

RULES AND REGULATIONS FOR THE FITNESS FACILITY 1133 Connecticut Ave.

The following rules and regulations are intended to make the Fitness Facility as enjoyable and safe as possible for all users. These rules are applicable to all users and may be changed or amended from time to time by Management in order to provide safe, orderly and enjoyable use of the Facility and its equipment.

The terms of "Fitness Center" and "Facility" shall be used interchangeably. The terms "Member" and "Tenants" shall also be used interchangeably. All references to "use" of the Fitness Facility shall include any entry into and/or any use of the Fitness Center, locker rooms, shower facilities, or any part thereof.

The fitness center is located on the 2nd floor of the building. Use of this facility is only permitted to those tenants and their employees who read and sign the attached **REQUEST, RELEASE & INDEMNITY AGREEMENT**. Upon signing the **AGREEMENT**, the user's Datawatch Card will be programmed to permit access to the Fitness Facility.

A. Hours Of Operation

1. The Fitness Facility hours are Monday through Friday from 6:00a.m. – 8:00p.m. And on Saturday 8:00a.m. – 4:00p.m. Excluding holidays. All users agree to be bound by the Rules and Regulations of the fitness facility; as such Rules and Regulations may from time to time be changed.
2. Hours may be modified at Landlord's sole discretion. Tenants will be notified 24 hours in advance of any closing unless such closing is due to an emergency.

B. Access and Identification

1. Each member must sign and submit to Management a **REQUEST, RELEASE & INDEMNITY AGREEMENT**, attached hereto, in order to use the Fitness Facility.
2. All persons must use their access card to gain entry to the Fitness Facility.

C. Attire

1. The minimum attire shall be gym shorts, t-shirt and sneakers. Any conventional fitness attire is permissible. Sneakers, tennis shoes, dance slippers or similar footwear must be worn at all times.

D. Conduct

1. Any conduct which unreasonably interferes with the enjoyment of the Facility or equipment by other persons is strictly prohibited.



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E. Use of Facility

1. Only those individuals that are employed by a tenant at 1133 Connecticut Avenue and have signed a **REQUEST, RELEASE & INDEMNITY AGREEMENT**, may use the Fitness Facility. **NO CHILDREN OR GUESTS/VISITORS ARE PERMITTED.** Any unauthorized person using the Fitness Facility will be asked to leave by Management.
2. No member shall be denied on the basis of race, color, creed, disability, religion or national origin, age, sex, sexual orientation, or any other characteristic protected under applicable federal or state law, nor shall any aspect of such matters ever be made a condition to participate in the Fitness Facility.
3. The Fitness Facility may not be reserved for private use.
4. Food and beverages except for water are prohibited and shall not be brought into the Fitness Facility or locker areas for consumption. Alcohol, smoking or any consumption of tobacco products or alcoholic beverages is strictly prohibited.
5. Daily lockers in the locker rooms are available to all members on a first come, first serve basis while they are at the Fitness Facility. Locks left on daily lockers overnight will be removed and Management will not be responsible for its contents or damage of lock.
6. Tenants shall use the Facility and related equipment solely for weight and cardiovascular training.
7. Tenants and/or their employees shall be liable for any property damage of the Fitness Facility. **NO DROPPING OF THE FREE WEIGHTS.**
8. The Owner, Agent and its agents, employees, officers and directors shall not be responsible for articles lost or stolen in the facility, or for loss or damages to any other property.

F. Maintenance

1. No individual shall leave any litter, trash, debris or clothing in the Facility. All trash should be placed in the appropriate waste receptacles.
2. Management may alter the Fitness Facility in any way it deems desirable and may restrict the use to permit its maintenance, repair or alteration.

G. Solicitations and Petitions

1. Solicitation for sale of any product, service or charitable contribution or petitions of any kind are strictly prohibited.



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H. Notices, Complaints or Suggestions

1. Complaints or suggestions as to the operation, maintenance, services, or equipment at the Facility are welcome. Such notices, complaints or suggestions should be registered directly to the building Management staff.
2. Users should notify building Management if they notice any unsafe or hazardous defect or conditioning relating to the Facility or equipment.
3. Any alleged injury or damage to any person or property which occurs in or about the Fitness Facility should be reported to the building Management office immediately and within forty-eight (48) hours by written notice.

I. Risk

1. All use of the Fitness Facility is at users own risk. It is understood that no fitness instructor, staff, monitor or security guard of any nature is supplied to or for the Facility.
2. All users of the Facility should be in good physical condition and should consult with their personal physician or licensed health care provided in order to determine their level of fitness and whether they may begin or participate in a regular exercise program.
3. Individuals should exercise good judgment with their exercise activity and pace themselves accordingly. Participants who experience pain, dizziness, nausea, or shortness of breath while exercising should cease their (exercise) activity immediately.
4. Management, including but not limited to owner and Agent, their agents, employees, officers and directors shall not be liable to the Member nor any other person for any claims, demands, injuries, damages, actions or causes of action, whatsoever, arising out of or connected with the use of the Fitness Facility by the member.
5. Members understand that Management or employees of Management have not had any training that would qualify them to dispense medical advice or prescribe treatment and members acknowledge that no such representation has been made.

J. Violation of Rules and Regulations

1. All members are nonproprietary and are subject to terminations as set forth herein.
2. Failure or refusal to comply with these rules and regulations may result in the loss of individual privileges.
3. Any tenant or employee allowing unauthorized personnel to gain access or use of the Fitness Facility shall have his/her privileges revoked.



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REQUEST, RELEASE & INDEMNITY AGREEMENT

I, the undersigned, hereby request permission to use the locker room and various exercise machines and equipment located in the Fitness Facility on the 2nd floor at 1133 Connecticut Avenue, NW, Washington, DC (together the "Fitness Facilities"). I have inspected the Fitness Facilities and know the risks and dangers involved in using the Fitness Facilities, and that unanticipated and unexpected dangers may arise during my use of the Fitness Facilities. I understand that no supervisors or instructors will be present to provide instruction in the proper use of the exercise machines and equipment. I will not use the Fitness Facilities unless I am medically able. I assume all risks of injury to my person and property that may be sustained in connection with my use of the Fitness Facilities.

In consideration of the permission granted to me to enter and use the Fitness Facilities, I do hereby, for myself, my heirs, administrators and assigns, release, remise, and discharge the building owner and property manager, and their respective servants, agents, and officers from all claims, demands, actions, and causes of actions, and causes of action of any sort, for injuries sustained by my person and/or property during my presence and use of the Fitness Facilities due to negligence or any other fault.

I expressly agree that I will not bring or allow access to the Fitness Facilities to any individual who is not an authorized user of the Exercise Facilities (i.e., an individual who has signed a Request, Release and indemnity Agreement and holds a valid key for entry into the Fitness Facilities). I hereby agree to indemnify the landlord and property manager and their respective servants, agents and officers, from all claims, demands, actions, and causes or action of any sort, for injuries sustained by any unauthorized individual that I allow to access the Fitness Facilities or for damage to any such individual's personal property, due to negligence or any other fault, during such individual's presence in and use of the Fitness Facilities.

I represent and certify that I am eighteen (18) years of age or older.

I expressly agree that this Request, Release and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the District of Columbia and that if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ AND UNDERSTAND THE FOREGOING REQUEST, RELEASE AND INDEMNITY AGREEMENT.

IN WITNESS THEREOF, I have hereunto set my hand seal this, ____ day of _____, _____.

User Signature

Print Name

Datawatch #: _____ Employed By: _____