

2200 PENNSYLVANIA FITNESS CENTER

Rules and Regulations

Rules and regulations for the use of the 2200 Pennsylvania Fitness Center are established and enforced by Boston Properties Limited Partnership. Each tenant is asked to comply with the following rules and regulations. The 2200 Pennsylvania Fitness Center reserves the right to amend, delete or add to these policies and procedures as necessary for the proper operation of the facility.

PLEASE READ AND SIGN. THIS SIGNED COPY OF THE RULES AND REGULATIONS WILL BECOME PART OF YOUR PERMANENT FILE.

HOURS OF OPERATION:

Monday – Friday: 5:00 am to 10:00 p.m.
Saturday - Sunday: 8:00am to 6:00 p.m.

The 2200 Pennsylvania Fitness Center reserves the right to alter and amend the hours of operation from time to time as the need arises.

GUEST RULES:

The 2200 Pennsylvania Fitness Center is for the exclusive use of the tenants at 2200 Pennsylvania Avenue Commercial Office Building. All users must have an executed Waiver of Liability on file with 2200 Pennsylvania prior to using this facility. Guests are not permitted to use the 2200 Pennsylvania Fitness Center. The “no guest” policy is necessary for insurance purposes.

FOOD AND BEVERAGE/SMOKING:

No food or beverages will be consumed in either the locker rooms or exercise room except during special events sponsored by the 2200 Pennsylvania Fitness Center. Plastic water bottles are permitted in the 2200 Pennsylvania Fitness Center. Smoking is absolutely prohibited within the confines of the facility including the locker rooms.

PROPER ATTIRE:

While using the 2200 Pennsylvania Fitness Center, individuals may wear: shorts, tank tops, warm-up suits, tights, or leotards. Shirts are required and appropriate footwear must be worn at all times. NOTE: The 2200 Pennsylvania Fitness Center reserves the right to deny admission to anyone wearing attire with suggestive, lewd, or offensive legends or logos.

LOCKERS:

Lockers are available for use during each exercise session. Individuals are responsible for providing a lock to secure personal belongings. The 2200 Pennsylvania Fitness Center and its affiliates are not responsible for items lost, stolen, or damaged while stored in lockers. Gym bags will not be allowed in the exercise room. PERSONAL BELONGINGS ARE NOT TO BE LEFT IN NOR ARE LOCKS TO BE LEFT ON LOCKERS EXCEPT WHILE YOU ARE EXERCISING. THESE ITEMS WILL BE REMOVED IF LEFT OVERNIGHT.

TOWELS:

The 2200 Pennsylvania Fitness Center provides a towel service. Tenants are expected to use a sanitizing wipe not a towel when exercising to wipe perspiration off of the machines. There is a **two towel limit** per tenant, please be conscious of this. Towels are to be returned to the proper receptacles in the facility. Abuse of the towel privilege may result in the elimination of towel service to the facility.

SHOWERS:

Toiletries are provided in the locker rooms for your convenience. These amenities will be discontinued if this privilege is abused, i.e., items provided are removed from the locker room.

EQUIPMENT:

Tenants are to return all equipment to its proper location when they have completed their workout in the free weight area. All cardiovascular equipment must be wiped down using the sanitizing wipes provided in the facility.

EQUIPMENT MALFUNCTIONS:

Tenants must immediately report any piece of equipment that is not functioning properly so that it may be evaluated and serviced promptly. Please understand and acknowledge that equipment may, from time to time, be out of order. When special factory parts must be ordered, some units may be unavailable for several weeks. Please understand that any equipment in need of maintenance will be repaired as quickly as possible.

COMPLIANCE:

Tenants are required to comply with the policies and procedures of the 2200 Pennsylvania Fitness Center and to be under the guidance and supervision of the 2200 Pennsylvania Fitness Center property management staff while in the facility. If a tenant violates any of these policies and procedures or any other rules posted in the facility, or if a tenant's conduct is not in the best interest of the tenantship, the 2200 Pennsylvania Fitness Center may elect to suspend/terminate the individual tenant's privileges after giving proper notice of such violations to the tenant.

GROUNDS FOR REVOKING OR SUSPENDING TENANTSHIP:

Violation of any rule or regulation set by the 2200 Pennsylvania Fitness Center is grounds for either suspension or revocation of privileges.

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I have read the above rules and regulations pertaining to my participation in the 2200 Pennsylvania Fitness Center. I will comply with said requirements with the understanding that if I do not, my tenant privileges may be forfeited.

Signature

Date

2200 PENNSYLVANIA AVENUE FITNESS CENTER

Waiver of Liability

As a condition to, and in consideration of, my use of the 2200 Pennsylvania Avenue Fitness Center (the "**Fitness Center**"), inclusive of exercise, cardiovascular, and weight training facilities and equipment, all located at 2200 Pennsylvania Avenue NW, Washington, DC 20037 (the "**Building**"), I hereby certify, covenant, and agree as follows:

1. I am in good physical condition. I am familiar with and able to competently use the equipment, machines, mats, mirrors, services and other furnishings and equipment (collectively, the "**Equipment**") located in or provided by or in connection with the Fitness Center. I am familiar with and able to participate in exercise and fitness activities available in the Fitness Center without any medical restrictions. I will do all exercise, use the Equipment and participate in all activities at the Fitness Center at my own pace and at my own risk. I agree to follow all instructions regarding the use of the Equipment and to use the Equipment in a safe and responsible manner. I understand that at all times the Fitness Center is unmanned and unsupervised during its hours of operation. I recognize the inherent risk in using the Equipment and participating in any of the services that may be provided in connection with the Fitness Center. I hereby assume the risk of any and all accidents, injuries and damages of any kind which may be sustained by me (including any injuries or damages sustained by me resulting from the actions or omissions of another person using the Fitness Center) or the Equipment and which are caused by or in connection with my use of the Equipment or participation in any of the services provided by the Fitness Center.
2. I understand and agree that neither the owner of the Building, Boston Properties Limited Partnership, BP Management, L.P., nor Boston Properties, Inc. nor any of their employees, personnel, or agents of the owner or operator of the Fitness Center, if any, makes any representation or warranty to me regarding the Fitness Center or the fitness for use or suitability of the Equipment for the purpose for which I intend or have represented that I intend to use the Fitness Center and the Equipment.
3. I understand that none of the employees, personnel, or agents of the owner or operator of the Fitness Center has any expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on any medical condition(s).
4. I grant permission for first aid and/or C.P.R. to be given to me in an emergency, as determined in the sole discretion of any of the employees, personnel, or agents of the owner or operator of the Fitness Center, and I agree that I will be solely responsible for any medical costs or expenses or any loss, liability or damage which may arise as a result thereof, or as a result of my use of the Fitness Center in any manner whatsoever.
5. I acknowledge that I have read and understood this Waiver of Liability and all posted Rules and Regulations (the "**Rules and Regulations**") governing the use and hours of operation of the Fitness Center. I agree to fully comply with this Waiver of Liability and the Rules and Regulations as they are amended from time to time and posted in the Fitness Center.
6. I will not provide access to the Fitness Center to any person who has not (x) executed and delivered to the operator of the Fitness Center a Waiver of Liability in this form, and (y) received the express written permission of such operator to use the Fitness Center.

7. I understand that in participating in one or more exercise, fitness or other activities, or in using any permitted personal training services, at the Fitness Center that there is a possibility of accidental or other physical injury or death to me or of loss or damage to my property. I agree to assume all risk of such injury or death to me and of such loss of or damage to my property, and further agree to indemnify and hold harmless, and not to seek any damages, compensation or recovery whatsoever from, the owner of the Building, Boston Properties Limited Partnership, Boston Properties, Inc., BP Management, L.P., any tenants in the Building, and any of their respective officers, directors, shareholders, partners, members, employees, personnel, or agents (collectively, the "Indemnitees") with respect to any and all liabilities, losses, costs, damages, claims, expenses (including attorney's fees), actions, causes of action, suits or liabilities of every kind and nature whatsoever, including without limitation those as to illness, harm, bodily injuries, including death at any time resulting therefrom, and loss or damage to property, and the consequences therefrom, in any manner incident to, arising out of, or in consequence of my use of the Fitness Center, except to the extent that any of the foregoing is caused by the intentional act or intentional omission of any of the Indemnitees.
8. I certify that my use of the shower facilities located in the Fitness Center is voluntary, and that my use of these facilities is in no way a requirement of or related to my employment duties with _____
(Print Name Of Your Company)

I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER OF LIABILITY.

Signature: _____

Name (please print): _____

Gender (circle one): Male Female

Company: _____

Office Phone No.: _____

Home Phone No.: _____

Security Key No.: _____

Signature Date: _____