



## **THE WESTORY BUILDING FITNESS CENTER**

### **Rules & Regulations**

The men's and women's locker rooms and exercise room are located on the B1 level of the building. Use of these facilities is only permitted to those tenants and their employees who read and sign the attached REQUEST, RELEASE AND INDEMNITY AGREEMENT ("RELEASE"). Upon signing the RELEASE, the user will be given a key which will permit access to the exercise room and locker room, Monday through Friday from 6: 00 a.m. to 9:00 p.m. and on Saturday from 8:00 a.m. to 12:00 noon. All users agree to be bound by the Rules and Regulations of the exercise facilities; as such Rules and Regulations may from time to time be changed.

No guest or other unauthorized individuals are permitted to use the facilities. Any user who brings a guest or otherwise permits entry to the exercise facilities of any unauthorized individual in violation of the preceding sentence shall take full responsibility for such individual and shall indemnify the owner and operators of The Westory from any potential claims brought by such individual.

The exercise room consists of a universal weight machine, exercise bicycles, two Stairmasters, two treadmills. No instructors or supervisors are present in the exercise room to provide instructions in the proper use of such equipment, and all users use such equipment at their own risk. The owner and operators of The Westory assume no responsibility for improper use of such equipment.

For the convenience of users, locker room facilities have been provided. Lockers are available for use only during the user's use of the exercise facilities. At no time may personal property or individual locks be left in or on the locker longer than duration of the user's use of the exercise facilities. The owners and operators The Westory assume no responsibility for any personal articles left in the exercise room or the locker rooms.

**REQUEST, RELEASE & INDEMNITY AGREEMENT**

I, the undersigned, hereby request permission to use the locker room and various exercise machines and equipment located in the exercise room on the B1 Level at The Westory, 607 14<sup>th</sup> Street, N.W., Washington, D.C. (together the "Exercise Facilities"). I have inspected the Exercise Facilities and know the risks and dangers involved in using the Exercise Facilities, and that unanticipated and unexpected dangers may arise during my use of the Exercise 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 Exercise 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 Exercise Facilities.

In consideration of the permission granted to me to enter and use the Exercise 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 exercise Facilities due to negligence or any other fault.

I expressly agree that I will not bring or allow access to the Exercise 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 Exercise Facilities). I hereby agree to Indemnify the building owners and property managers 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 Exercise 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 Exercise 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 Key #: \_\_\_\_\_ Employed By: \_\_\_\_\_

Locker Room Access:  Women's  Men's

**Property Management Use Only**

Received \_\_\_\_\_

Processed \_\_\_\_\_

Initial \_\_\_\_\_