

**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 Basement Level (P3) at The Westory, 607 14th Street NW, Washington, DC (together the "Exercise Facilities"). I have inspected the Exercise Facilities and know the risks and dangers involved in using 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 not signed a Request, Release, and Indemnity Agreement and holds a valid key for entry to 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 an 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 further agree to return my Exercise Facilities key to building engineer upon termination of my employment with \_\_\_\_\_ or upon termination of my employer's lease.

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 an 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

