

COMSTOCK

FITNESS CENTER WAIVER AND RELEASE

3101 WILSON BOULEVARD, ARLINGTON, VIRGINIA

THIS IS A RELEASE. READ IT CAREFULLY AND SIGN BELOW.

The release states, among other things, that there may be risks involved in connection with your use of the 3101 Wilson Boulevard Fitness Center (the “Fitness Center”). If you should get hurt or die or should your property be damaged, lost or stolen, you will not make a claim against, sue or expect Comstock 3101 Wilson, LC, DivcoWest Real Estate Services, Inc., or Comstock Commercial Management, LC, and their respective officers, directors, employees, agents, representatives, parents, subsidiaries, affiliates, lenders, and assigns (collectively, the “Landlord Parties”) to pay for or be responsible for any such losses, damages or injuries in connection with your use of the Fitness Center. In addition, if your activities at the Fitness Center cause damage to the property of any of the Landlord Parties or expose any of the Landlord Parties to liability of any kind or nature, you will be responsible for all costs, expenses, and liabilities in connection therewith.

In consideration for the right to use the Fitness Center, I hereby agree to the following terms and conditions:

1. I agree to assume all responsibility for any and all risks associated with my use of the Fitness Center and all equipment and facilities provided therein, including, without limitation, any psychological injury, personal injury, death or damage to my person or theft, loss or misappropriation of my property that I may experience in connection with my use of or presence in the Fitness Center. I understand that there is no attendant or supervisor present in the Fitness Center and that none of the Landlord Parties makes any representation or warranty regarding the Fitness Center, including, without limitation, the quality of the machines, equipment or facilities, and I understand that I am assuming all risks associated with my use of the Fitness Center. All personal property that I may bring into the Fitness Center shall be brought in at my own risk, and no Landlord Party shall be liable for any damage thereto or for the theft or misappropriation thereof. I hereby release the Landlord Parties from any and liability therefor, and from any and all claims for damages, causes of action, costs, losses and judgments (including attorneys’ fees) that I now have or may claim to have against the Landlord Parties, arising from or in connection with my use of or presence in the Fitness Center, including, without limitation, physical and psychological injury or damage, death and loss or damage of any personal property. I fully waive, release and covenant not to sue or assert any claim against any Landlord Party for any damage or injury, foreseen or unforeseen, including physical or psychological injury, death, and/or loss or damage to my property resulting from or caused by my use of or presence in the Fitness Center.
2. As further consideration for my use of the Fitness Center, I hereby agree to protect, defend, indemnify and hold harmless the Landlord Parties from and against any and all claims by or on behalf of any person, firm or corporation arising by reason of injury or death to persons or injury, loss or damage to property occurring at the Fitness Center caused in whole or in part by any act or omission on my part.
3. I am aware of and agree to comply with the rules and regulations established for the use of the Fitness Center and agree to comply with any subsequent modifications thereto. I understand that the management of 3101 Wilson Boulevard reserves the right to revoke my privileges with respect to the Fitness Center at any time if I fail to comply with the rules and regulations or the terms of this release.

4. I understand that I shall no longer be entitled to use the Fitness Center should I no longer be employed by a tenant of 3101 Wilson Boulevard, Arlington, VA.

5. I agree that the right to use the Fitness Center is for myself only, and I shall not invite or permit anyone else, including any personal trainer, to enter the Fitness Center or use my access key fob.

6. I understand and acknowledge that it is advisable to consult a physician prior to commencing any physical exercise program. Persons with physical limitations may be at increased risk of injury or death by using the Fitness Center. I warrant that I am in good health and have no physical condition that would place me at increased risk of injury or death by using the Fitness Center.

7. I understand that this is a release of all claims, which is binding on myself, my heirs, family, representatives and assigns. I voluntarily sign my name as evidence of my acceptance of all the provisions set forth herein. I have been encouraged to seek legal counsel prior to signing this release.

ACCESS TO AND USE OF THE FITNESS CENTER IS RESTRICTED TO THE PERSONS WHOSE SIGNED RELEASE AND WAIVER FORMS ARE ON FILE IN THE PROPERTY MANAGER'S OFFICE.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE ABOVE.

Name (Please Print)

Employer Name

Signature

Employer Authorization (Signature)

Date

Business Address

Telephone Number

Business Telephone

Access Card Number: _____

Mens's Locker Room : _____

Womens's Locker Room : _____

Please return to: Jimmie-Lee McNuckle – jmcnuckle@comstock.com