

FITNESS CENTER AGREEMENT AND RELEASE

Dulles Metro Property Owner, LLC (Landlord) has made available in the building located at 2325 Dulles Corner Blvd, Herndon, Virginia ("Fitness Center Building") a fitness and workout facility ("Facility") for the use of tenants and their employees of the Fitness Center Building. The undersigned ("User") shall be permitted to make use of Facility and a locker located within the Facility ("Locker") upon the following terms and conditions:

1. User acknowledges that User: (a) is eighteen (18) years of age or older; and (b) is a tenant or an employee of a tenant which is located in Fitness Center Building and that User's place of employment is located in Fitness Center Building. User agrees that if for any reason User ceases to be a tenant of a Fitness Center Building, User's rights and privileges to use the Facility and Locker will immediately and automatically terminate. User further agrees that User will not be entitled to any refund of any fees paid for the right to use the Facility and Locker.
2. User will use the Facility and Locker only in accordance with rules and regulations adopted by Landlord from time to time, in Landlord's discretion.
3. User acknowledges that the Facility and Locker will not be supervised and, therefore, User shall make use of the Facility and Locker at User's own risk.
4. User shall not allow any other person to use the access fob nor allow any other persons without an access fob access to the Facility or Locker.
5. User agrees that all items stored in the Locker will be at User's sole risk and releases and discharges Landlord from any and all claims, actions, losses, damages and liability relating to or arising out of User's use of the Locker or the loss or destruction of any items stored in the Locker. User acknowledges and agrees that the Locker may only be used during such times as User is using the Facility and that all contents shall be removed from the Locker each time User leaves the Facility.
6. User agrees not to use any padlocks on the Locker and agrees that Landlord shall have access to the Locker at all times for the purpose of inspecting the same and shall have the right to retake possession of the Locker at any time for any reason.
7. User agrees that the Locker will only be used to store User's personal possessions incidental to User's use of the Facility (such as street clothes, coat and gym bag) and will not be used to store any hazardous substances or dangerous or noxious pollutants or contaminants, toxins or hazardous substances. User further agrees that any such items may be removed from the Locker by Landlord.
8. User agrees that any physical exercise, class or activity or use of any equipment in the Facility or the Fitness Center Building, including the parking lot, is done so voluntarily and at User's sole risk. User acknowledges and agrees that he/she is voluntarily participating in activities and use of the Facility and assumes all risk of injury, illness, damage and loss to User and User's property which may arise in connection therewith including, without limitation, any loss or theft of any personal property whether located in the Facility or the Fitness Center Building. By signing its name below User releases and discharges Landlord, its affiliates, and their respective officers, partners, employees, agents, contractors, representatives, successors and assigns from any and all claims or causes of action (known or unknown) arising in connection with User's use of the Facility, the Fitness Center Building or User's acts or negligence.
9. The Fitness Center is available for use by Users Monday through Friday between the hours of 6:00 a.m. and 8:00 p.m. Eastern Standard Time, or at such other times as may be determined at the discretion of the Landlord.

User acknowledges that he/she has carefully read this Agreement and Release and fully understands that it is a legally binding waiver and release of liability. User waives any rights that he/she has to bring legal action to assert any kind of a claim against Landlord, its affiliates, and its respective officers, partners, employees, agents, contractors, representatives, successors and assigns.

"User"

Date

Access Fob Number

User's Signature

User's Printed Name

User's Phone Number

User's E-mail Address

Employer's Name and Address:

Supervisor's Name

Supervisor's Phone Number