

Fitness Center Waiver of Liability

In order to qualify to use the exercise and weight training facilities and equipment located at the 2101 L Street Fitness Center ("Facility"), and in consideration thereof, I hereby certify, covenant, and agree to 2101 L Street, JBG Smith Properties LP, Kinema Fitness, together with the respective owners, partners, affiliates, members, managers, shareholders, officers, directors, employees, and agents of each of the foregoing entities, and the holder of any mortgage, deed of trust or other security interest encumbering the building (collectively "Owner"), as follows:

1. I am in good physical condition and able to use the facilities and equipment and to participate in exercises and fitness activities available at the above location. I will do all exercise and participate in all activities at my own pace and at my own risk. I represent that I have no disability, impairment, or ailment preventing me from engaging in active or passive exercise or that will be detrimental to my health, safety or physical condition if I do engage or participate. I shall abide by any and all rules and regulations established by Owner, which may be posted in the Facility or elsewhere in the building.
2. I understand that Owner represents that neither it nor any of its employees, personnel or agents has expertise in (a) diagnosing, examining or treating medical conditions of any kind, (b) determining the effect of any specific exercise, (c) prescribing any exercise program, or (d) instructing in the use of any exercise equipment.
3. I understand that in participating in one or more exercises or fitness activities at the Facility or in use of the equipment or the Facility, there is a possibility of accidental or other physical injury or loss of my personal property. I agree to assume that risk of such injury or loss of property and any associated costs or losses, and to indemnify, defend and hold harmless 2101 L Street and JBG Smith Properties LP, Kinema Fitness, together with the respective owners, partners, affiliates, members, managers, shareholders, officers, directors, employees, and agents of each of the foregoing entities, and the holder of any mortgage, deed of trust or other security interest encumbering the building (collectively "Indemnified Parties"), from liability for any and all injury, loss, illness, harm or damage resulting from my use of the facility or the equipment, other than that which results from the gross negligence or willful misconduct of Indemnified Parties.
4. I understand and acknowledge that I am an employee of the Tenant designated below, which is a tenant located at 2101 L Street.

Employee: Name (please print)

Employee Signature

Date

Kastle Card #: _____

E-mail address: _____

Please check box that applies: Male ☐ Female ☐

This will certify that the employee designated herein is an employee of:

Tenant: _____

Suite # _____

By: _____

Name: _____

Title: _____

Phone: _____