

FITNESS CENTER

WAIVER AND RELEASE OF LIABILITY

2021 L Street, NW

Washington, D.C.

In order to use the facilities and equipment in the fitness center of the building located at 2021 L Street, N.W., Washington, D.C. (the "Building"), I hereby acknowledge, certify and agree as follows, and I further covenant and agree to inform the Building Owner immediately in the event that any of my certifications or agreements below ceases to be true and accurate now or in the future:

1. I certify that I am (A) An on-site employee or contractor of _____, a tenant in the Building, and I am authorized by such tenant to use the fitness facilities and equipment located on the lower level of the Building (the "Facilities") or (B) A member of ASH and authorized by ASH to use such Facilities.
2. I further acknowledge that any and all employees or agents of ASH 2021 L LLC (the "Building Owner") who may be present at any time in the Facilities are not trained or authorized to provide: (a) health and fitness examinations, assistance or advice; or (b) medical diagnoses, examinations, advice or treatment.
3. I certify that I am in good health and good physical condition and am able to use the Facilities and to engage in exercise and fitness activities available in the Facilities and without any medical restrictions. I have a reasonable basis for making this certification based on examination by and/or consultation with my physician. I understand and am aware that exercise and fitness activity and use of the Facilities involve certain risks, including the risk of accidental or other physical injury and loss of personal property. I will do all exercise and participate in all activities at the Facilities at my own pace and at my own risk. I acknowledge that the Facilities shall be unmanned and unsupervised during its hours of operation. I agree to assume full responsibility for my use of the Facilities at my sole risk.
4. I have been provided with a copy of the rules and regulations for use of the Facilities, and I agree to abide by all of those rules and regulations, as they may be amended from time to time (the "Rules and Regulations").
5. I agree to use the installed equipment safely and to discontinue use of the Facilities until I have consulted my physician should I experience any pain, dizziness, or other adverse condition during my use of the Facilities. I acknowledge that it is my responsibility to exercise caution and my own judgment when I am using the Facilities, and to forego using the Facilities in appropriate circumstances, including but not limited to illness such as cold, flu or other contagious conditions.



6. I understand that in participating in one or more exercises or fitness activities or in using the personal care services of any personal trainer or other similar professionals credentialed by Landlord from time to time at the Facilities or in my use of the equipment or other facilities therein, there is a possibility of accidental or other physical injury or loss of or damage to my personal property. I agree to assume all risk of such injury or loss of or damage to property, and I, for myself, my heirs and representatives, hereby waive, release, discharge and hold harmless the Building Owner, the Building Manager, and their respective directors, officers, shareholders, members, employees, affiliates and agents, and their respective successors, assigns and heirs (collectively, the "Released Parties") from any and all liability, loss, harm, damage, expense, causes of action, suits, claims, judgments and costs arising from or relating in way to my use of or entry into the Facilities (including my use of any personal care services in the Facilities). I further agree to defend, indemnify and hold harmless the Released Parties from any and all liability, loss, harm, damage, expense, causes of action, suits, claims, judgments and costs arising from or relating in way to my use of or entry into the Facilities (including my use of any personal care services in the Facilities).
7. I agree that I will not invite or encourage the use of the Facilities by any person who has not been authorized by Building Owner or another Building tenant to so use the Facilities and/or who has not signed a waiver.
8. I understand that any inappropriate behavior including but not limited to careless use of the equipment may result in revocation of my access to the Facilities.
9. I further understand that the Facilities contain cameras that may be used to monitor compliance with the rules and regulations of the Facilities, including but not limited to the appropriate use of the equipment, but such cameras are not continuously viewed by security personnel and should not be relied upon for purposes of monitoring my safety, health or physical condition while using the Facilities.

THIS DOCUMENT IS A WAIVER AND RELEASE. I REPRESENT THAT I HAVE FULLY INFORMED MYSELF OF ITS CONTENTS, THAT I UNDERSTAND ALL OF THE TERMS AND THAT I ENTER INTO THIS VOLUNTARILY. I UNDERSTAND I MAY BE DENIED USE OF THE FACILITIES IF I FAIL TO ABIDE BY THE TERMS HEREOF AND THE RULES AND REGULATIONS.

Printed Name

Signature

Building Entry Key Number

Phone Number

Please e-mail completed form to dallen@atsiteinc.com to get access to the Fitness Center.