



## **1350 I STREET FITNESS CENTER** **RULES AND REGULATIONS & WAIVER OF LIABILITY**

The following Rules and Regulations are intended to make the Fitness Center at 1350 I Street as safe, enjoyable and pleasant as possible for all members. These Rules and Regulations are applicable to all Tenants, their partners, directors, and employees, and may be changed from time to time by Edge Funds management in order to provide for the safe, orderly and enjoyable use of the Center's facilities and equipment.

The terms "Fitness Center" and "Facility" shall be used interchangeably. The terms "Member" and "Tenants" shall also be used interchangeably. The term "Managing Agent" refers to the fitness center staffing that will provide the services noted below. All references to "use" of the Fitness Center shall include any entry into and/or use of the Fitness Center, locker rooms, shower facilities or any part thereof.

1. Hours of Operation. The Fitness Center may be used by building tenants 24 hours a day, 7 days a week. The Fitness Center may be closed at any time at the Landlord's sole discretion. Tenants will be notified at least 24 hours in advance of any closing, unless such closing is due to emergency repairs and maintenance. The Landlord reserves the right to adjust hours of operation.
2. Fitness Center Staff (Managing Agent). The Fitness Center will be staffed and maintained by a professional fitness group that will provide fitness classes, personal training administration, and hospitality services for the facility. This staff will be onsite and available during the following hours (which hours may be changed from time to time at the discretion of Landlord upon notice to Tenants):

**Monday through Friday**  
**7:00am – 3:00pm**

3. Access. Access cards/fobs will be needed for entry and will be programmed upon the individual signing of the Waiver of Liability form. Edge Funds and Managing Agent assume no responsibility for lost or stolen access cards/fobs.
4. Clothing. The minimum attire at the facility shall be gym shorts, tee shirts, socks and tennis shoes. Any conventional exercise attire is permissible, including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes, or similar footwear must be worn at all times. Users of the Center must wear clean and appropriate attire when in transit to and from the Center, which may include, but not be limited to, warm-up suits and sweat suits.
5. Conduct. Any conduct which unreasonably interferes with the use or enjoyment of the Center or the equipment by other tenants, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Center or the equipment is strictly prohibited. Any Tenant employee in violation of this rule will be subject to immediate expulsion. All equipment should be wiped down after use. All equipment, including but not limited to plates, dumbbells and other ancillary equipment, shall be

returned to its proper location after use. Users should not engage in loud or lengthy phone conversations in the Fitness Center.

6. Use of Facility.

- A. Only those individuals that are employed by a tenant at 1350 I Street and have signed a Waiver of Liability and programmed access may use the Fitness Center. **NO CHILDREN OR GUESTS/VISITORS ARE PERMITTED. PERSONAL TRAINING NEEDS TO BE COORDINATED THROUGH THE FITNESS CENTER STAFF (MANAGING AGENT).** Any unauthorized person using the Fitness Center will be asked to leave by Management. Any Tenant or employee allowing guests, visitors or unauthorized personnel to gain access or use the Fitness Center shall have his/her own privileges revoked.
- B. The Fitness Center may not be reserved for private use.
- C. Food and beverages except for water are prohibited and shall not be brought into the Fitness Center or locker areas for consumption. Alcohol, smoking, or any consumption of tobacco products or alcoholic beverages is strictly prohibited.
- D. Daily lockers are available to all members on a first come, first serve basis while they are utilizing the Fitness Center. For safety and hygienic reasons, personal belongings are not allowed to be stored beyond your daily workout time. Nightly locker inspections will be conducted and any items left in the lockers will be removed. Edge Funds and Managing Agent will not be responsible for the damage or loss of any personal property left in this facility.
- E. Tenants and/or employees shall be liable for any property damage that they cause to the Fitness Center. **NO DROPPING OF THE FREE WEIGHTS.**
- F. No individual shall leave any litter, trash, debris or clothing in the Facility. These items should be placed in the appropriate waste receptacles and all towels should be disposed of properly in the hampers.
- G. Usage of the fitness center is at the user's own risk. All users of the Facility should be in good physical condition and consult with their personal physician or licensed health care provider in order to determine their level of fitness, and whether they may begin or participate in a regular exercise program.
- H. Management, including but not limited to owner, agents, employees, officers, and directors, shall not be liable to any Tenant, Tenant employee or any other person for any claims, demands, injuries, damages, actions or causes of action whatsoever, arising out of or connected with the use of the Fitness Center by such person.
- I. Individuals should exercise good judgment with their exercise activity and pace themselves accordingly. Participants who experience pain, dizziness, nausea, or shortness of breath while exercising should cease their (exercise) activity immediately.

7. Solicitations and Petitions. Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.
8. Notices, Complaints, or Suggestions. Tenants must immediately notify Edge Funds in the event that they discover any unsafe or hazardous defect or condition relating to the Fitness Center or the equipment, or any serious breakage, fire, or disorder at the facility. Complaints or suggestions as to the operation, maintenance, services, or equipment at the Center are welcome. Such notices, complaints or suggestions should be sent to the Edge Funds Management Office located at 1350 I Street.
9. Headphones. All members are required to use headphones for any personal audio devices utilized while in the facility. Headphone jacks are also available for use on fitness equipment that contains a television monitor.
10. Violation of Rules. Repeated failure or refusal to comply with any of these Rules and Regulations may result in the loss of privileges to use the facility.

**1350 I Street  
FITNESS CENTER  
WAIVER OF LIABILITY**

As a condition to, and in consideration of, my use of the fitness center, including but not limited to the cardio, strength and group training facilities and equipment and locker rooms located at 1350 I Street NW, Washington, DC, (the "Center"), I hereby certify, covenant and agree as follows:

1. I am in good physical condition and am able to use the facilities and equipment at the Center, and to participate in exercise and fitness activities available therein. I will do all exercise and participate in all activities at the Center at my own pace and at my own risk. I understand that the Center may not have staff on-site and may be unsupervised during certain operating hours.
2. I understand that the employees, management and contractors of 1350 I Street, including but not limited to its managing agent, do not represent that they have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on such medical condition.
3. I understand that in participating in one or more exercise or fitness activities at the Center or in my use of the facilities therein, there is a possibility of accidental or other physical injury or of 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 FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS 1350 I STREET ASSOCIATES LIMITED PARTNERSHIP AND SYNERGY FITNESS GROUP, LLC, AND ANY OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL OR MANAGING AGENTS THEREOF, FROM ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM OR SUIT WHATSOEVER (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) FOR ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO MY USE OF THE CENTER OR THE EQUIPMENT AND FACILITIES LOCATED THEREIN, EXCEPT TO THE EXTENT SUCH AN INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE IS CAUSED BY THE INTENTIONAL ACT OR OMISSION OF SUCH PARTIES.**
4. I further grant permission for first aid, CPR, AED and other assistance to be given to me in an emergency, and agree that I will be solely responsible for any medical costs which may arise as a result thereof or as a result of my use of the Center and/or the equipment and facilities located therein.
5. I acknowledge that I have received and read a copy of the Rules and Regulations governing the use and hours of operation of the Center and the equipment and facilities located therein. I agree that I will fully comply with these Rules and Regulations as they are amended from time to time.

\_\_\_\_\_  
**Name (please print)**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Suite Number**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Card/Fob Number**