

# 77 K STREET FITNESS CENTER

## **RULES AND REGULATIONS**

Brookfield Properties is pleased to offer our tenants a Fitness Center as an amenity in the 77 K Street building. The Fitness Center is located on the lobby level of 77 K, immediately off the service corridor.

In order to gain access to the Fitness Center, you must first review and agree to the Rules and Regulations set forth below as well as those of the Waiver. Please complete the Fitness Center Waiver Form and submit the document to your Office Manager for authorization. The Office Manager or AO will deliver the completed form to the Management Office and your access will be granted, typically in a day or two.

These Rules and Regulations may be changed from time to time and are intended to make the 77 K Street Fitness Center as safe, enjoyable and pleasant as possible for all users. All capitalized terms shall have the meanings given to such terms in the Waiver and Release form to which these Rules and Regulations are attached. Sign off of new rules may be required for continued use of the facility.

### **Use**

The Fitness Center is for the sole use of current employees of the tenants at 77 K Street. Any employee who has properly executed the Waiver and Release Form may use the Fitness Center. The Fitness Center and related equipment shall be used solely for its intended use and purpose.

### **Authorized Access**

Each authorized individual must swipe their card as they enter the Fitness Center. Do not allow another individual to "piggy back" or enter the facility without the use of their own authorized access card. For this facility to remain an amenity of the building, it is necessary for all individuals to strictly adhere to this process.

**Note: Personal trainers and guests are not allowed In the Fitness Center.**

### **Lockers**

Lockers will be provided for tenants while using the Fitness Center on a first come basis, where you provide your own lock, however all lockers must be emptied daily to allow for cleaning. We do not permit use of the lockers overnight so be sure to remove all personal belongings before closing each day. Locks and personal items remaining in the locker room after 9pm each evening are subject to permanent removal.

### **Locker Rooms**

Datawatch card readers are installed at the entrance to the men's & ladies' locker rooms. Please place used towels in the bins located in the locker rooms

### **Showers**

The use of any type of oil in the showers is strictly prohibited. Oil causes a slipping hazard in the showers.

### **Operation**

The hours of operation for the Fitness Center are 6am - 9pm Monday through Friday and closed Saturday, Sunday, and Federal Holidays. The Fitness Center shall be subject to closure for repair, cleaning or emergency. The Building Owner may change the Fitness Center hours of operation from time to time at its sole discretion.

### **Clothing**

Users of the Fitness Center must wear clean and appropriate attire while in the Fitness Center and while going to and from the Fitness Center from anywhere in 77 K Street. Shirts, shorts or sweat suits and athletic shoes must be worn at all times while using the Fitness Center equipment.

### **Conduct**

Any conduct which unreasonably interferes with the use or enjoyment of the Fitness Center by another person, or disrupts or interferes with the safe, orderly and efficient operation of the Fitness Center and related equipment, is strictly prohibited. Personal radios, tape recorders or other similar devices shall not be used without headphones. Please do not put feet or hands on painted walls. Any person in violation of this section may be subject to immediate and permanent expulsion from the Fitness Center. Failure or refusal to comply with these rules and regulations may result in the loss of individual privileges.

### **Equipment**

Please carefully read the instructions on each piece of equipment for its proper use. Do not attempt to move the equipment in the Fitness Center. Please contact the management office if you have any questions, comments or suggestions.

### **Tobacco and Alcohol**

Consumption of any tobacco products or alcohol while in 77 K Street including the Fitness Center is strictly prohibited.

### **Solicitation and Petitions**

Solicitation for the sale of any product or service or collecting for any charitable organization or collecting signatures for any petition of any kind in the Fitness Center is strictly prohibited.

### **Identification**

Users must present their access card, upon request by any employee of the Property Management Company or by security company representatives contracted by the Building Owner. The Building Owner, the Property Management Company and any future operator of the Fitness Center shall assume no responsibility for lost or stolen access cards.

### **Notices, Complaints or Suggestions**

Users must notify the Property Management Company immediately if they discover any unsafe or hazardous defect, breakage of equipment or unfavorable condition relating to the Fitness Center or the fitness equipment by calling the property manager at (202) 467-7950. Comments or suggestions as to the operation, maintenance, services or equipment at the Fitness Center are always welcome. Such comments or suggestions can be sent to the Property Management Company by way of the office manager in the tenant's organization or by calling (202) 467-7950.

### **Food and Beverages**

Food and beverages (except for water) are prohibited and shall not be brought into or consumed in the Fitness Center. Water in a container (glass containers are not permitted) with a closed lid may be consumed within the Fitness Center.

### **Other Facilities**

All Rules and Regulations indicated here shall also apply to the shower and locker facilities.

### **Maintenance**

As a courtesy to others, please wipe off cushions on equipment after each use. No user shall leave trash, debris or articles of clothing in the Fitness Center or in the locker facilities beyond close of business daily.

### **No Liability**

The Building Owner, Property Management Company and any future operators of the Fitness Center assume no liability for personal property, clothing, jewelry or other valuables brought into or stored in the Fitness Center or locker facilities. Each user assumes all liability and responsibility for any loss or damage to any such personal property, clothing, jewelry or other valuables.

**NOTICE: CCTV cameras are installed in the Fitness Center and will be recording.**

# 77 K Street FITNESS CENTER



## WAIVER AND RELEASE OF CLAIM

I hereby agree that my use of the 77K Street Building fitness center facility (the "Fitness Center") shall be expressly subject to the following acknowledgements and terms and conditions:

1. I realize that exercise and the use of the Fitness Center facilities and equipment can result in injury and other adverse physiological effects.
2. I realize that the Fitness Center does not have an attendant or supervisor and that the Owners (defined herein) do not represent that their employees, personnel or agents have expertise in diagnosing or treating medical conditions. I realize that there are video cameras in the work out room that are recording activities for safety reasons but are not being monitored.
3. I agree to use the Fitness Center entirely at my own risk. I will not hold 77K Street Tower, LLC, 77K MM LLC, Brookfield Properties, Brookfield Properties (USA II) LLC, Brookfield DC Office Partners LLC, Brookfield DC Office Partners TRS LLC, and Wells Fargo Bank, National Association, (including any of their successors or assigns, the "Owners") or any officer, employee or agent of the Owners responsible for injury or other adverse physiological affect, of whatever nature whatsoever, resulting from exercise, use of the Fitness Center facilities or equipment, or the actions or conduct of other in the Fitness Center.
4. I waive and release any and all causes of action, claims, demands, damages, and liability whatsoever that I or my representative may have now, or in the future against, the Owners, or any officer, employee or agent of the Owners, relating to exercise, use of the Fitness Center facilities or equipment, or the actions or conduct of others in the Fitness Center and I agree to indemnify and hold such entities and persons harmless from such actions, claims, demands, damages and liability. I or my representatives will not file a lawsuit or any other kind of complaint or action against the Owners or any officer, employee or agent of the Owners, concerning such cause of action, claims, demands, and liabilities whatsoever.
5. All personal property that I may bring into the Fitness Center shall be brought in at my own risk, and the Owners or any officer, employee or agent of the Owners shall not be liable for any damage thereto or for the theft or misappropriation thereof.
6. I have read the Rules and Regulations Version One and agree to follow the rules and regulations (subject to revision) created by the Owners with respect to my use of the Fitness Center.

### Employee

### Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (OM / AO signs to confirm this individual is a current 77K Street employee)

\_\_\_\_\_  
Print Employee Name

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Office Manager or Admin Officer Name

\_\_\_\_\_  
Access Card # // Phone number

\_\_\_\_\_  
Male

\_\_\_\_\_  
Female