

**WAIVER AND ACKNOWLEDGMENT
BUILDING EXERCISE FACILITY**

The undersigned, eighteen years of age or older, freely executes this Waiver and Acknowledgment relating to his or her potential use of the exercise facility (the "Facility") located at 8000 Towers Crescent Drive, Tysons Corner, VA 22182 (the "Building").

1. I understand that there are potential risks involved in the use of the Facility and the exercise equipment (the "Equipment") located in it. I understand that the Equipment can cause injuries and that I am solely responsible for ensuring that I use the Equipment properly and only for the intended purpose. I understand that there will not be any trained personnel at the Facility to supervise my use of the Equipment. Knowing all of these things, I am willing to assume all of the risks associated with the use of the Facility and the Equipment.

2. I have had a full physical examination by a physician within six months of today's date. Based on that examination, and my own assessment of my health since that time, I represent that I do not suffer from any physical or mental difficulties that make it inadvisable for me to use the Facility and the Equipment. I understand that I am responsible for having physical examinations to ensure that there is no change in my health that would make it inadvisable for me to use the Equipment or any part of the Facility in the future. I will discontinue my use of the Facility or of particular Equipment whenever my doctor so suggests or whenever it would be prudent to discontinue in light of my physical or mental condition.

3. I shall comply with any rules or regulations that the Building owner or manager may establish for use of the Facility or the Equipment. I shall also comply with any amendments or other modifications of those rules or regulations.

4. I am responsible for any damage I may directly or indirectly cause to the Facility or any of the Equipment. In addition, I will instruct my office administrator to inform the building manager if I notice any damage to the Facility or any of the Equipment.

5. I will be given an access card for the Facility. I will not give or lend my access card to anyone else. I will not let any unauthorized person into the Facility. I will instruct my company's office administrator to let the building manager know immediately if the access card is lost or stolen.

6. I hereby waive any and all claims, causes of action, demands, actions, and suits of any kind that I may now or hereafter have against the Building owner or manager for any injury, loss, damage, liability, cost, or expense, including attorneys' fees (collectively "Costs") that may arise from or relate in any way to my use or intended use of the Facility or the Equipment. I understand that this waiver is, and is intended to be, an absolute bar on any such suit or other action and that it may be pled as such.

7. I also hereby indemnify the Building owner and the Building manager and hold them harmless from and against any Costs arising from or relating in any way to my use or intended use of the Facility and the Equipment.

8. I understand that the Building owner or manager may revoke my right to use the Facility or the Equipment at any time.

Date: _____

Signature: _____

Access Card Number: _____

Print Name: _____

Employer: _____

Telephone number: _____

Male _____ Female _____