

1001 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC

WAIVER OF LIABILITY & FITNESS CENTER
MEMBER RULES AND REGULATIONS

As a condition to, and in consideration of, my use of the Fitness Center and the exercise and weight training facilities and equipment located at 1001 Pennsylvania Avenue, NW, Washington, D.C. (the "Fitness Facility"), I hereby certify, covenant and agree as follows:

1. I am in good physical condition and I 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 exercises and participate in all activities at the Fitness Facility at my own pace and at my own risk. I understand that the Fitness Facility is unmanned and unsupervised during its hours of operation.

2. I understand that The TREA 1001 Pennsylvania Avenue Trust and Hines Interests Limited Partnership does not represent that its employees, personnel or agents have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effects of any specific exercise on such medical conditions.

3. I further understand and acknowledge that novel coronavirus ("COVID 19") infections have been confirmed throughout the United States, including in the State where the Fitness Facility is located. I acknowledge that the Centers for Disease Control and Prevention ("CDC") has advised that COVID-19 is transmitted mainly from person-to-person, including through respiratory droplets, and may be spread by people who are not showing symptoms. Accordingly, I understand that there is an inherent risk of exposure to COVID 19 through use of the Fitness Facility. I certify that I will not enter the Fitness Facility if I have tested positive for COVID 19 within the last thirty (30) days or been exposed to someone that has tested positive for COVID 19 or is believed to have contracted COVID 19 within the last thirty (30) days, nor will I enter the Fitness Facility if I have any of one of the following known symptoms of COVID 19: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

4. I understand that in participating in one or more exercises or fitness activities at the Fitness Facility or in my use of the equipment or 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 OF PROPERTY, AND FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, A NEW YORK CORPORATION, FOR THE BENEFIT OF ITS REAL ESTATE ACCOUNT, HINES INTERESTS LIMITED PARTNERSHIP, AND ANY OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL OR AGENTS THEREOF, FROM ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM OR SUIT WHATSOEVER 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.

5. I further grant permission for first aid 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 of my use of the Fitness Facility and/or the equipment and facilities located therein.

6. I acknowledge that I have received and read a copy of the Rules and Regulations governing the use and hours of operation of the Fitness Facility and the equipment and facilities located therein. I agree that I will fully comply with these Rules and Regulations as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and I agree to follow CDC guidelines for minimizing the risk of COVID 19 spread, including maintaining appropriate physical distance from other persons, hand washing, cleaning and disinfecting, and following local ordinances regarding the use of gyms or other public spaces.

I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Employer

Name (please print)

Suite No.

Signature

Phone No.

Access card Number

Date

MEMBER RULES AND REGULATIONS

The following Rules and Regulations are intended to make the Fitness Center ("Fitness Facility ") at 1001 Pennsylvania Avenue, N.W. as safe, enjoyable and please as possible for all members. These Rules and Regulations are applicable to all member, their partners, directors, and employees; which may be changed from time to time by The TREA 1001 Pennsylvania Avenue Trust or its Managing Agent, in order to provide for the safe, orderly and enjoyable use of the Center's facilities and equipment.

1. **Use:** Tenants of 1001 Pennsylvania Avenue, N.W. shall use the facilities and related equipment solely for weight and aerobics training on the equipment provided. No person may use the center unless they have signed a Waiver of Liability form. This Fitness Facility is open to Tenants only and pre-approved instructors for the Studio. Guests are not authorized to use the Fitness Facility.
2. **Hours of Operation:** The Fitness Facility may be used only during the building standard operating hours unless otherwise noted.

The Fitness Facility may be closed 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 including but not limited to complying with local authorities governing the operations of fitness facilities.

3. **Access:** Access is by magnetic key, which will be coded for entry upon signing of Waiver of Liability form.
4. **Clothing:** The minimum attire at the facility shall be gym shorts, tee shirts, socks and tennis shoes. Any conventional exercising attire is permissible, including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes, or similar footwear must always be worn. Users of the Fitness Facility must wear clean and appropriate attire when in transit to and from the Fitness Facility, 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 Fitness Facility or the equipment by other tenants, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Fitness Facility or the equipment is strictly prohibited. Radios, tape recorders or other similar equipment may not be used without headphones. Tenants in violation of this rule will be subject to immediate expulsion.
6. **Smoking:** Smoking of any kind or any other consumption of tobacco products is strictly prohibited.
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. **Identification:** Tenants must, upon request by the Property Management employees or personnel, present their magnetic access key for identification purpose. The TREA 1001 Pennsylvania Avenue Trust and its Managing Agent assumes no responsibility for lost or stolen access keys.
9. **Food and Alcoholic Beverages Prohibited:** Food and alcohol beverages shall not be brought to the facility for consumption on the premises. No food or drink, except water and sport drinks, are allowed in the workout rooms or the locker rooms.
10. **Notices, Complaints, or Suggestions:** Tenants must immediately notify the Property Management Office in the event they noticed any unsafe hazardous defect or condition relating to the Fitness Facility or the equipment, or any serious breakage, fire, or disorder at the facility. Complaints are welcome. Such notices, complaints or suggestions should be sent to the Property Management Office located on the Lobby Level.

11. **Other Facilities:** Studio, Lockers, showers, and restrooms are provided. The TREA 1001 Pennsylvania Avenue Trust and its Managing Agent may prohibit use or close this Fitness Facility if misused in any way. The TREA 1001 Pennsylvania Avenue Trust and its Managing Agent takes no responsibility of personal possessions left in this facility. Locks on lockers are permissible, but all articles and locks must be removed when the Tenant leaves the Fitness Facility. The TREA 1001 Pennsylvania Avenue Trust and its Managing Agent reserves the right to remove any remaining locks when the Fitness Facility closes each day.
12. **Violation or Rules:** Repeated failure or refusal to comply with these Rules and Regulations may result in the loss of membership privileges.
13. **Maintenance:** No member shall leave any litter, trash, debris, or article of clothing at the center. All loose soap, Shampoo, Combs, Etc. will be disposed of daily for health reasons. Towels should be disposed properly in the hampers.
14. **Headphones:** All members are required to use headphones when using the television sets during their workout.
15. **Wi-Fi Acceptance Policy:** The Wi-Fi is provided by Hines Interest on behalf of The TREA 1001 Pennsylvania Avenue Trust who, together, are described as "we" or "us" below), with management office located at 1001 Pennsylvania Ave, NW Suite 100 Washington DC 20001.

By using this Wi-Fi, you agree to be bound by these terms. If you do not agree, please do not use the Wi-Fi. If you have any questions or experience any serve difficulties, please approach a member of staff located at Property Management Office.

The use of this Wi-Fi is subject to this acceptable use policy.

Any personal information you supply to us will be used in the manner set out in Owner's [Privacy Policy](#). Please be aware, we use a variety of technical means to enable user authentication which may include cookies. We will also use information from your usage of the Wi-Fi for service monitoring and improvement purposes.

Now, the important bit:

- Act lawfully – do not act in any way that could be unlawful or encourage others to act unlawfully. In particular, do not infringe intellectual property rights, do not reveal confidential or sensitive information and do not engage in any criminal offence or encourage others to do so.
- Act responsibly – you must not undertake actions that are harassing, defamatory, threatening, obscene, abusive, racist, sexist, offensive or otherwise objectionable or inappropriate. Do not pretend to be anyone other than yourself. Do not collect email addresses or other personal details or use the Wi-Fi to send spam.
- Act reasonably – do not use Wi-Fi access in any way that may affect the running of the Wi-Fi or network or other technology connected to it (for example, other Wi-Fi users' devices). In particular, do not upload or download very large files and make sure your device is protected by up-to-date anti-virus software.

We don't charge you for using the Wi-Fi. So you accept that sometimes, for technical, legal or operational reasons, it may not be available. We may also control the types of material that can be sent or received over the Wi-Fi. If we want to we can also suspend your access at any time in our sole discretion without responsibility to you. Your use of the Wi-Fi is at your own risk and we are not responsible to you for any damages, losses, costs or expenses you suffer because the Wi-Fi is unavailable, does not operate as expected or causes loss or damage to any data.

You are responsible to us for all damage, losses, costs or expenses suffered by the Hines Interest or The TREA 1001 Pennsylvania Avenue Trust arising out of any breach by you of these rules (for example, if you use the Wi-Fi for copyright infringement or to commit a criminal offence).

If we or any member of Hines Interest or The TREA 1001 Pennsylvania Avenue Trust are subject to any claim or request for information about your use of the Wi-Fi, we may disclose information about you (for example, your IP address or the email address you provided when accessing the Wi-Fi).

Please Initial Here

Access Card Number