



**FIT**

**BY JBG SMITH**

CRYSTAL GATEWAY THREE  
1215 S. Clark Street  
Arlington, VA

**FITNESS CENTER**  
**WAIVER of LIABILITY**

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 Crystal Gateway Three, 1215 S. Clark Street, Arlington, VA (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 is unmanned and unsupervised.
2. I understand that CESC Gateway/Square LLC do not represent that its employees, personnel or agents 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 JBG Smith, CESC GATEWAY/SQUARE LLC 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.**
4. 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 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**

\_\_\_\_\_  
**Kastle Card Number**

\_\_\_\_\_  
**Male or Female (Locker Room Access)**

**CRYSTAL GATEWAY THREE**  
**1215 S. Clark Street ~ Arlington, VA 22202**

**FITNESS CENTER MEMBERSHIP RULES and REGULATIONS**

The following Rules and Regulations are intended to make the Fitness Center ("Center") at Crystal Gateway Three (1215 S. Clark Street) as safe, enjoyable and pleasant as possible for all members. These Rules and Regulations are applicable to all members, their partners, directors and employees, and may be changed from time to time by CESC Gateway/Square LLC or its Managing Agent in order to provide for the safe, orderly and enjoyable use of the Center's facilities and equipment.

1. Use. Non-Government Tenants of Crystal Gateway One (1235 S. Clark Street), Crystal Gateway Two (1225 S. Clark Street), Crystal Gateway Three (1215 S. Clark Street), Crystal Gateway Four (200 12<sup>th</sup> Street S) and Crystal Gateway North (201 12<sup>th</sup> Street S) 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 Center is open to tenants only. Guests are not authorized to use the Center.
2. Hours of Operation. The Center may be used only during the following hours:

Monday through Friday 6:00am to 9:00pm	Saturday 8:00am to 1:00pm	Sunday 8:00am to 1:00pm
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The Center will not be open for use on New Year's Day, Martin Luther King's Birthday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. The Center 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.

3. Access. Access is by magnetic key which will be coded for entry upon signing of the Waiver of Liability form.
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. 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 JBG Smith employees or personnel must present their Kastle access key fobs for identification purposes. CESC Gateway/Square LLC and its Managing Agent assume no responsibility for lost or stolen access keys.
9. Food and Beverages Prohibited. Food and beverages shall not be brought to the facility for consumption on the premises. Alcoholic beverages are strictly prohibited. No food or drink (except water) is allowed in the workout room or the locker rooms.
10. Notices, Complaints, or Suggestions. Tenants must immediately notify CESC Gateway/Square LLC and its Managing Agent in the event they discover any unsafe or hazardous defect or condition relating to the 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 JBG Smith office located on the Lobby Level.
11. Other Facilities. Lockers, showers and restrooms are provided. CESC Gateway/Square LLC or its Managing Agent may prohibit use or close this Center if misused in any way. CESC Gateway/Square LLC and its Managing Agent take no responsibility for personal possessions left in this facility. Locks on lockers are permissible, but all articles and locks must be removed when the Tenant leaves the Center. CESC Gateway/Square LLC and its Managing Agent reserve the right to remove any remaining locks when the Center closes each day.
12. Violation of 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 articles of clothing at the Center. All loose soap, shampoo, combs, etc. will be disposed of daily for health reasons. Towels should be disposed of properly in the hanger.
14. Headphones. All members are required to use headphones when using the television sets during their workout.