



## THE TOWER COMPANIES

*Transcend.*

### 2000 TOWER OAKS BOULEVARD FITNESS RELEASE FORM

The undersigned is an employee of \_\_\_\_\_, a Tenant at 2000 Tower Oaks Boulevard, in Suite \_\_\_\_\_. The undersigned represents that he or she is in good physical condition and is able to use the equipment provided at the Fitness Center of 2000 Tower Oaks Boulevard and to exercise on the grounds outside of the office building at 2000 Tower Oaks Boulevard, Rockville, MD 20852, including but not limited to parking lots and sidewalks (collectively, the "Office Building Grounds"). As an inducement to the Owner and Management Company of 2000 Tower Oaks Boulevard to permit the undersigned to use the Fitness Center facilities and to exercise on the Office Building Grounds, the undersigned hereby agrees and certifies as follows:

- The undersigned is aware of the health risks associated with a program of exercise and is aware of the advisability of consulting with a physician before starting any exercise program. The undersigned is willing to assume the risk that:
  1. a latent or dormant condition may, during the stress of exercise, flare up and create health problems for the undersigned, and
  2. the undersigned may suffer injuries during the course of exercise.
- The undersigned acknowledges that neither 2000 Tower Oaks Boulevard, LLC, Tower Oaks Phase II Holdings, LLC, Tower Dawson, LLC, a Maryland limited liability company (the "Owner"), nor Tower Construction Group, LLC d/b/a the Tower Companies (the "Management Company") has expertise in diagnosing, examining or treating medical conditions of any kind or in determining the affect of any specific exercise on said medical conditions.
- The undersigned has examined the Fitness Center and all equipment therein and is satisfied that they are safe and adequate for the purposes for which they are intended, and that the undersigned knows how to use such equipment. Prior to exercising on the Office Building Grounds, the undersigned covenants that he or she will examine the Office Building Grounds and be satisfied that they are safe and adequate for exercising thereon.
- The undersigned fully understands and agrees that in using the Fitness Center and/or exercising on the Office Building Grounds, the possibility of accidental injury exists. The undersigned agrees to assume the risk of such injury and further agrees to release and indemnify both the Owner and the Management Company from any and all liability in connection with any injuries or health problems that may incur arising out of his or her use of the Fitness Center and/or the Office Building Grounds, and from any associated damages, cost or expense relating thereto.

#### UNCONDITIONAL RELEASE AND WAIVER

In consideration of the benefits accruing to the undersigned participant and in full understanding of the inherent dangers and risks to which the participant will be exposed during his/her recreational use of the Fitness Center and/or exercising on the Office Building Grounds, by signing this waiver hereby expressly waives all claims against, releases and discharges the Owner and the Management Company and any and all of the employees, officers and agents from liability for any loss or injury sustained by the undersigned participant as a result of his/her use of these facilities. This release is understood to release the aforesaid not only for the acts or omissions of individuals but also for the physical conditions of the aforesaid premises and the equipment used therein.

By signing this release, I understand I am using the Fitness Center and/or the Office Building Grounds for my own benefit; that no representations about the nature or condition of the facilities have been made by any officer, employee or agent of the Owner or the Management Company; that my use of the Fitness Center and/or the Office Building Grounds does not arise out of or occur in the course of my employment.

#### RULES AND REGULATIONS

1. Only the undersigned is allowed to use the Fitness Center and/or the Office Building Grounds.
2. Towels are not supplied. Equipment is to be wiped down after each use.
3. Prior to participation or use, a Fitness Release Form must be completed, signed and on file.
4. Do not use equipment unless you are knowledgeable about how to use it.
5. Observe Fitness Center etiquette and demonstrate courtesy toward others in the facility at all times.
6. Show respect for equipment, the facility and the Office Building Grounds at all times.
7. Utilize spotters and locks when necessary (e.g., overhead lifts, squats, bench presses, platform or Olympic lifts).
8. Equipment is to be kept off the floor and is to be returned to its proper racks when lifting is completed.
9. Injuries and defective equipment are to be reported to the Management Company immediately.
10. The Owner, the Management Company and/or any employees thereof are not responsible for personal belongings or lost or stolen items.
11. Posted rules must be followed at all times.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Card #: \_\_\_\_\_

Gender: \_\_\_\_\_