

## INDEMNITY AND RELEASE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between (i)601 Thirteenth Street, NW Associates Limited Partnership ("Landlord") and (ii) \_\_\_\_\_ ("Tenant").

### BASIS FOR AGREEMENT - WHEREAS,

- A. Landlord leased to Tenant certain premises under an Agreement of Lease dated \_\_\_\_\_ ("Lease").
- B. Tenant desires that Landlord grant permission for Tenant and Tenant's employees to utilize the exercise (and weight training) facility, equipment and athletic courts located on the B-4 Level of 601 Thirteenth Street, NW, (the "Fitness Facility").
- C. Landlord is willing to grant this permission to Tenant and Tenant's employees under certain terms and conditions.

ACCORDINGLY, in consideration of the mutual promises made by the parties herein, including the permission herein granted by the Landlord, the parties agree as follows:

1. Landlord hereby grants this permission to Tenant and Tenant's employees to use the Fitness Facility in accordance with the terms hereof and with the rules and regulations of Landlord attached hereto as **Exhibit B** and as amended from time to time, during the operating hours, as determined by Landlord from time to time, of the Fitness Facility. No individual employee of Tenant shall be permitted to use the Fitness Facility unless he or she has executed and delivered to Landlord a Waiver of Liability in the form attached as **Exhibit A** hereto.
2. The permission granted hereunder to use the Fitness Facility is revocable at any time by the Landlord, it being acknowledged by Tenant that in the event that Landlord determines, in its sole discretion, that such permission is adversely affecting the operation of the Fitness Facility, or of the building located 601 Thirteenth Street, NW, Landlord may revoke such permission without notice. The permission granted herein shall be immediately revoked if the Lease shall cease to be in full force and effect.
3. Tenant, for itself, its successors, and assigns, hereby releases, remises, and discharges Landlord and its respective officers, employees, and agents of and from any and all claims, demands, actions, and causes of action of any sort which may or might arise directly or indirectly for injury sustained to person and/or property in connection with the use by Tenant or Tenant's employees of the Fitness Facility.
4. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all loss, cost, damage or expense arising out of or related to the use of the Fitness Facility by Tenant or Tenant's employees, or any guests thereof.

5. Tenant hereby certifies that the use of the Fitness Facility by Tenant or Tenant's employees is entirely voluntary and is in no way a requirement related to Tenant's occupancy under the Lease or the employment by Tenant of its employees.

WITNESS/ATTEST:

LANDLORD:

601 Thirteenth Street, NW  
Associates Limited Partnership

The John Akridge Management Company,  
as Agent

By: \_\_\_\_\_

By: \_\_\_\_\_  
Kathryn Barnes  
Senior Vice President

WITNESS/ATTEST:

TENANT:

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT A  
INDIVIDUAL WAIVER OF LIABILITY**

In order to use the fitness (and weight training) facilities and equipment located at 601 Thirteenth Street, NW, Washington, DC (hereinafter referred to as "Fitness Facility"), I hereby certify as follows:

1. I am in good physical condition and able to use the facilities and equipment and to participate in exercise and fitness activities available there. I will do all exercises and participate in all activities at my own risk.
2. I understand that in participating in one or more exercises or fitness activities at the facility or in use of the equipment, there is a possibility of accidental or other physical injury. **I AGREE TO ASSUME THE RISK OF SUCH INJURY AND INDEMNIFY AND HOLD HARMLESS 601 13<sup>TH</sup> STREET ASSOCIATES, LP, THE JOHN AKRIDGE COMPANY, THE JOHN AKRIDGE MANAGEMENT COMPANY AND \_\_\_ AND ANY OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, PERSONNEL, OR AGENTS THEREOF, FROM LIABILITY FOR ANY AND ALL INJURY, ILLNESS, HARM, OR DAMAGE RESULTING FROM MY USE OF THE FACILITY OR THE EQUIPMENT, EXCEPT TO THE EXTENT SUCH AN INJURY, ILLNESS, HARM, OR DAMAGE IS CAUSED BY THE TORTIOUS ACT OR GROSS NEGLIGENCE OF SUCH PARTIES.**
3. I understand that there are no personnel, surveillance, or security provided in the Fitness Facility to protect me from third parties or other harm, and I enter and use the Athletic Facility at my own risk.
4. I acknowledge that I have received and read a copy of the Rules and Regulations attached hereto governing the use of the Fitness Facility, equipment and courts, and I agree that I will fully comply with these Rules and Regulations as they are amended from time to time.

**Witness/Attest (Office Manager ONLY):**

**By:** \_\_\_\_\_

**Participant:** \_\_\_\_\_  
Signature

**Print or Type Name:** \_\_\_\_\_

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

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

**EXHIBIT B**  
**601 THIRTEENTH STREET, NW, FITNESS FACILITY**  
**RULES AND REGULATIONS**

The following rules and regulations are intended to make the 601 Thirteenth Street, NW Fitness Facility as safe, enjoyable, and pleasant as possible for all users. These rules are applicable to all users and may be changed from time to time by The John Akridge Management Company ("JAMCo") in order to provide for the safe, orderly, and enjoyable use of the facility and equipment.

1. **Use.** Only those individuals who are employed by a company who has executed an Indemnity and Release Agreement and have themselves executed a Waiver of Liability may use the facility; no guests are permitted. Users shall use the facilities and related equipment solely for racquetball, squash, aerobics, fitness, gymnastic, weight training, or other athletic use. For the safety of users, no person may use the facilities or equipment unless at least one other person is present.
2. **Hours of Operation.** The facilities may be used anytime except during periods of repair, cleaning or emergency.
3. **Clothing.** The minimum attire at the facility shall be gym shorts, tee shirts, and tennis shoes. Any conventional exercise attire is permissible including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes, dance slippers, or similar footwear must be worn at all times. Users of the facility must wear clean and appropriate attire when in transit to and from the facility, which may included, but is not limited to, warm-up suits and sweat suits.

Additionally, all racquetball and/or squash court players shall be required to wear rubber soled shoes at all times while on the playing surface of either court.

4. **Conduct.** Any conduct which unreasonably interferes with the use or enjoyment of the facility or the equipment by other persons, or disrupts or interferes with the normal, safe, orderly, and efficient operation of the facility or the equipment, is strictly prohibited. Personal radios, tape recorders, or other similar equipment may not be used without headphones.\* Any persons in violation of this rule will be subject to immediate expulsion.
5. **Use of Tobacco Products.** Smoking of any kind or any other consumption of tobacco products is strictly prohibited.
6. **Solicitations and Petitions.** Solicitations for the sale of any product, service or charitable contributions, and petitions of any kind are strictly prohibited.
7. **Identification.** Users must present their magnetic access Kastle cardkeys upon request by JAMCo employees for identification purposes. JAMCo assumes no responsibility for lost or stolen access keys.
8. **Food and Beverages.** Food and beverages are prohibited and shall not be brought into the facility for consumption within the facility.
9. **Notices, Complaints, or Suggestions.** Users must immediately notify JAMCo in the event they discover any unsafe or hazardous defect or condition relating to the facility or the equipment, or any serious breakage, sickness, fire, or disorder at the facility. Complaints or suggestions as to the operation, maintenance, services, or equipment at the facility are welcome. Such notices, complaints, or suggestions should be sent to The John Akridge Management Company, 601 Thirteenth Street, NW, Suite 300 North, Washington, DC 20005, to the attention of Sharon Perera, Vice President, Property Management.
10. **Other Facilities.** All rules and regulations also apply to the shower facilities. Lockers are provided for your use while using the facility. Locks may be used on the lockers; however, do not leave locks on the lockers while not using the facility. Any locks left on lockers will be removed.

11. **Violation of Rules.** Failure or refusal to comply with these rules and regulations may result in the loss of individual privileges upon notice from JAMCo.
12. **Classes and Group Activities.** JAMCo expressly reserves the right from time to time, and in its sole discretion, to initiate, permit, change, cancel, or discontinue classes or group activities. Whenever possible, JAMCo will attempt to give adequate notice to users if classes or group activities are scheduled, changed, canceled, or discontinued.
13. **Maintenance.** No user shall leave any litter, trash, debris, or articles of clothing at the facility.

\* **EXCEPTION:** *In the spirit of cooperation, others may have to listen to music if there is an organized group working out, (i.e. aerobic workouts, etc.)*