

# COMSTOCK

RESTON STATION  
1900 RESTON METRO PLAZA

## FITNESS CENTER CONSENT AND WAIVER OF LIABILITY

**Waiver of Claims.** By executing this Agreement, the undersigned (the "Prospective User") hereby acknowledges and agrees that his or her use of the health and fitness facilities (the "Fitness Center") located in the building at 1900 Reston Metro Plaza, Reston, VA 20190 (the "Building") and its related facilities (including, without limitation, all exercise equipment, locker rooms, showers, exercise classes and other amenities which may from time to time be offered and to which Prospective User is provided access in connection with his or her participation in the Fitness Center), programs or activities, including any classes or outside activities or events sponsored in the Fitness Center and any transportation provided by the Fitness Center, is voluntary and made available for use at the Prospective User's own risk. In consideration for the Prospective User being permitted to use the Fitness Center and to participate in Fitness Center related classes or events, the Prospective User hereby releases and discharges the Owners and Managers of the Fitness Center and the Building and their respective Partners, Members, Principals, Officers, Directors, Agents, Employees, Contractors, Successors and Assigns (collectively, the "Released Parties") from, and agrees to hold any and all of the Released Parties harmless against, any claim, demand, liability, cause of action or suit of any kind or nature, whether resulting from the negligence of the Released Parties or otherwise (including without limitation, strict liability), arising out of, resulting

from or incident to the Prospective User's use or occupancy of, or participation in, the Fitness Center, any of its equipment, facilities, classes, programs, activities or events, or any transportation provided by the Fitness Center or any employees of the Fitness Center or its Owner or Manager (collectively, the "Released Liabilities"). The Prospective User waives any claim it may have against the Released Parties in connection with any of the Released Liabilities and agrees not to sue or make any claims of any nature whatsoever in any court, agency, or other forum or proceeding against any Released Parties in connection with any of the Released Liabilities. The Prospective User further agrees that neither the Fitness Center, the Building nor any other Released Parties shall be responsible or liable to the Prospective User for any bodily injury or any articles damaged, lost or stolen in or about the Fitness Center, or in lockers, or for loss or damage to any property, including but not limited to, automobiles and the contents thereof.

**Informed Consent.** The Prospective User acknowledges and agrees to the following:

As a participant in any fitness program administered by the Fitness Center, I recognize that a fitness program and the use of the exercise equipment and other facilities provided by the Fitness Center entail some risk of accidental injury. I further recognize that the reaction of my cardiovascular system to exercise activities cannot be predicted with complete accuracy. I also understand that during or following periods of exercise, it is possible for any individual to develop abnormalities of blood pressure or heart rate, ineffective heart function, or, in rare instances, heart attack or cardiac arrest. I understand that I should consult a physician before participating in any fitness program or other exercise activities, including those available at the Fitness Center.

**ACCESS TO AND USE OF THE FITNESS CENTER IS RESTRICTED TO THE PERSONS WHOSE SIGNED RELEASE AND WAIVER FORMS ARE ON FILE IN THE PROPERTY MANAGER'S OFFICE.**

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE ABOVE.**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Employer Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Access FOB Number: \_\_\_\_\_

Men's Locker Room: \_\_\_\_\_

Women's Locker Room: \_\_\_\_\_

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## FITNESS CENTER RULES AND REGULATIONS

The following rules and regulations are intended to make the exercise and weight training facilities located at 1900 Reston Metro Plaza, Reston, VA 20190 ("Fitness Center") 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 Owner of the building containing the Fitness Center (the "Owner") in order to provide for safe, orderly, and enjoyable use of the facility and equipment.

1. **Use.** Only those individuals who are employed in the building with an access card and have themselves executed a Consent and Waiver of Liability may use the facility; no guests are permitted. Users shall use the facilities and related equipment solely for fitness, weight training, or other athletic use.
2. **Hours of Operation.** The facilities hours of operation are 6:00 AM to 10:00 PM, Monday through Friday; 8:00 AM to 12:00 PM, Saturday. The fitness center is closed on all Building (Federal) Holidays. In addition, no engineering or janitorial services are provided after building hours, weekends, Holidays.
3. **Clothing.** The minimum attire at the facility shall be gym shorts, shirts, and tennis shoes. Any conventional exercise attire is permissible including leotards and tights, warm-up suits, etc. Sneakers or tennis shoes 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 include; but are not limited to, warm-up suits and sweat suits. No dangling jewelry or hanging ID badges are permitted. No gym bags, tote bags, or other personal property may be left in the workout area. All such items shall be stored in the locker rooms.
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 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 access cards upon request by Building Management for identification purposes. Owner assumes no responsibility for lost or stolen access cards.
8. **Food and Beverages.** Food and beverages (other than water in plastic containers) are prohibited and shall not be brought into the facility for consumption.
9. **Notices, Complaints, or Suggestions.** Users must immediately notify Owner in the event that 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. Users shall not use any equipment that is broken, marked "Out of Order," or the like. 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 Property Management Offices located at 1900 Reston Metro Plaza, Suite 200, Reston, VA 20190.

10. **Other Facilities.** All rules and regulations also apply to the shower facilities, except that sandals are permitted in the showers. Lockers are provided for your use while using the facility. Locks may be temporarily placed on the lockers, but should not be left on the lockers while not using the facility. Any locks left on lockers will be removed and the contents of the locker will be held in the Management Office for a maximum of 10 working days before being disposed of.
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 Owner or the property manager.
12. **Classes and Group Activities.** Owner expressly reserves the right from time to time, and at its sole discretion, to initiate, permit, change, cancel or discontinue classes or group activities. Whenever possible, Owner 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 in the facility. Towels shall be deposited in the receptacles provided in the Fitness Center. The janitorial staff will clean the Fitness Center in the evening and tidy up during hours of operation.
14. **Cooperation.** Users shall clean up after using the equipment, restrooms, showers, and locker facilities in the Fitness Center. Please limit use of any particular piece of equipment to 20 minutes when there are users waiting for same. Owner may institute a sign-up sheet for equipment.
15. **COVID.** Review and acknowledgment of the attached COVID Rider.