



JBG SMITH

RELEASE OF LIABILITY **EXERCISE FACILITY**

The undersigned, _____, ("Employee") being an employee of _____, ("Tenant") a tenant in Fairfax Square located at Leesburg Pike, Vienna, Virginia hereby agrees to the following terms and conditions in connection with access to and use of the exercise area, equipment, locker rooms and related facilities contained on the Concourse level of 8045 Leesburg Pike, Suite LL150, Fairfax Square Tower III (collectively the "Exercise Facility"):

1. The Employee shall use the Exercise Facility solely at his/her own risk. The term "use" means the entry into and/or the use of the Exercise Facility. The Employee understands that no instructor, monitor or security guard of any nature is supplied to or for the Exercise Facility. The Employee shall use the Exercise Facility in a safe and prudent manner and shall not misuse any equipment therein.
2. The Employee hereby indemnifies and holds harmless Fairfax Square LLC, its successors and assigns (the "Landlord"), its partners, directors, officers, employees, agents and contractors from and against any loss, claim, cost or expense (including, without limitation, reasonable attorney's fees) which in any manner arises in connection with the Employee's use of the Exercise Facility including, without limitation, (a) any physical or mental injury or distress to the Employee and any damage to property of the Employee in or about the Exercise Facility, (b) any injury to any person or damage to the property of any person allowed by the Landlord to use the Exercise Facility, and (c) any injury to any other person or damage to the property of any other person (including, without limitation, Landlord and Tenant) located in or about the Exercise Facility which is cause, directly or indirectly, in whole or in part by the act or omission of the Employee or any invitee if the Employee whether or not such invitee has obtained the prior written consent of the Landlord to use the Exercise Facility.
3. The Employee agrees to contact his/her personal physician or other qualified and licensed health care provider before using the Exercise Facility in order to determine whether or not the Employee should use the Exercise Facility and the manner in which the Employee should use the Exercise Facility.
4. The Employee's use of the Exercise Facility shall be subject to all rules and regulations now or hereafter promulgated by the Landlord, and the Employee agrees to comply with all signs and notices posted at or about the Exercise Facility from time to time by Landlord.

5. The Employee agrees to notify the Landlord immediately by telephone or in person of any alleged injury or damage to any person or property relating to the use of the Exercise Facility by the Employee or any person allowed by the Employee to use the Exercise Facility, even if such other person has not obtained the prior written consent of the Landlord to do so. The Employee agrees within forty-eight (48) hours of any such alleged injury or damage to submit to the Landlord in writing a description thereof to the address below or such further address as Landlord may provide to the tenant.
6. The Employee shall not use the Exercise Facility at any time other than a time during which the Employee is a full-time employee of Tenant and tenant is a Tenant of the building.
7. The Employee has read and understands each and every provision of this Release and realizes that, among other provisions, this release limits his/her recourse or right to bring suit or claim of any nature relating to the Exercise Facility against the Landlord, its partners, officers, directors, employees, agents and contractors.
8. The Employee has entered into and delivered this Release in consideration for Landlord allowing the Employee to use the Exercise Facility in the manner aforesaid. This Release is binding upon the Employee and his/her heirs, devisee and personal representatives.
9. The Employee acknowledges receipt of a copy of this release.

IN WITNESS THEREOF, the Employee has executed and delivered this Release under seal this _____ day of _____, 20 ____.

EMPLOYER:

EMPLOYEE:

Tenant Name

Print Name

Address & Suite No.

Employee Signature

Phone No.

Kastle Key No.

Landlord Address: Fairfax Square LLC
c/o JBG Smith Properties
8075 Leesburg Pike, Suite LL70
Vienna, VA 22182
703-821-2050

Requested Locker Room Access:
Women's Men's

