

**THE TOWER BUILDING
1101 WOOTTON PARKWAY
FITNESS CENTER AND EXERCISE AREA RELEASE FORM**

The undersigned is an employee of _____, a Tenant at 1101 Wootton Parkway, Rockville, Maryland 20852 (the "Building") 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 located in the Building, and to exercise in the Fitness Center, and in certain areas of the Building approved by the Management Company, including, but not limited to any floor of the Building, the grounds outside of Building, including but not limited to parking lots and sidewalks (collectively, the "Building Grounds") (collectively, the "Exercise Areas").

As an inducement to Tower-Dawson, LLC (the "Owner") and Tower Construction Group, LLC d/b/a The Tower Companies (the "Management Company") of the Building to permit the undersigned to use the Fitness Center facilities and to exercise in the Exercise Areas, 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 the Owner nor 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 agrees to examine the Fitness Center and all equipment therein prior to using the facility and equipment, and shall not utilize the same unless the undersigned is satisfied that the facility and equipment are safe and adequate for the purposes for which they are intended and for which the undersigned intends to use the same.
- The undersigned fully understands and agrees that in using the Fitness Center, and/or any Exercise Areas for exercise, and/or by participating in any exercise classes, 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, the Exercise Areas, 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 the Exercise Areas, 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 and/or any participation in any exercise classes. 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 any Exercise Areas of the Building 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 or any Exercise Areas, does not arise out of or occur in the course of my employment.

Print Name: _____

Signature: _____

Gender: _____

Date: _____

Phone Number: _____

Access Card Number: _____

RULES AND REGULATIONS

1. Only the above signed is permitted to use the Fitness Center and/or any Exercise Areas of the Building for exercise.
 2. Towels are not supplied. Equipment is to be wiped down after each use.
 3. Prior to participation, a Fitness Center and Exercise Area 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 and the facility 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.
-
-