



Moore & Associates, Inc.  
As Agent for  
MAH 2100 RESTON LLC  
2100 Reston Parkway  
Reston, VA 20191

**2100 Reston Parkway  
FITNESS FACILITY  
WAIVER OF LIABILITY**

In order to use the MAH 2100 Reston LLC Fitness Facility located at 2100 Reston Parkway, Reston, VA 20191 in the Concourse Level, I hereby certify, covenant and agree as follows:

1. I am in good physical condition and able to use the facilities and equipment and to participate in any and all exercise and fitness activities available or to be available. I have a reasonable basis for this opinion due to examination and/or consultation with my physician. I fully recognize that I am responsible for knowledge of my own state of health at all times.
2. I will do all exercise and participate in all activities at my own pace and at my own risk. I will use good judgment while exercising, will not overexert, and will follow any instructions concerning exercise procedures. If I have any questions regarding my workout, I will consult a trained professional.
3. I acknowledge that the fitness facility is unstaffed. I understand and acknowledge that neither the owner of the Building ("Owner"), nor the property management company ("Manager"), nor any of their agents, advisors or employees, represents that its employees, personnel or agents have expertise in diagnosing, examining or treating medical conditions of any kind of in determining the effect of any specific exercise on such medical condition.
4. I understand that in participating in one or more exercises or fitness activities in the Fitness Facility, or in use of the equipment or the facility in any way, there is a possibility of accidental or other physical injury or loss of my personal property. I agree to assume that risk of such injury or loss of property, and to indemnify, defend and hold harmless MAH 2100 Reston LLC and Moore & Associates, Inc. As Agent for MAH 2100 Reston LLC and any officers, directors, shareholders, partners, employees, personnel, agents or contractors thereof, from liability for any and all injury, loss, illness, harm or damage resulting from my use of the facility or the equipment, other than that which results from the gross negligence or willful misconduct of MAH 2100 Reston LLC and Moore & Associates, Inc. In addition, I hereby agree to defend, indemnify and hold harmless the

Released Parties from any and all costs, claims, liability, harm, damage or expenses resulting from my use of or entry into the facility or the equipment.

5. I acknowledge that I have received and read a copy of the current Rules and Regulations governing the use of the Fitness Facility (a copy of which is attached hereto). I agree that I will fully comply with all rules and regulations as they are amended from time to time.

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Name

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Datawatch Access Card Number

\_\_\_\_\_  
Company & Suite

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Signature M F  
Circle Gender

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date