



WAIVER OF LIABILITY

650 Massachusetts Avenue NW FITNESS CENTER

To qualify to use the exercise and weight training facilities and equipment located on the second floor at 650 Massachusetts Avenue NW Fitness Center, and in consideration thereof, I hereby certify, covenant, and agree to BOP 650 Mass LLC, Brookfield Properties Management LLC, Brookfield Properties Corporation and Brookfield Financial Properties, L.P. (collectively “Brookfield”) as follows:

1. I am in good physical condition and able to use the facilities and equipment and to participate in exercises and fitness activities available at the above location. I will do all exercises and participate in all activities at my own pace and at my own risk. I represent that I have no disability, impairment, or ailment preventing me from engaging in active or passive exercise or that will be detrimental to my health, safety or physical condition if I do engage in such activities.
2. I understand that Brookfield represents that neither it nor any of its employees, personnel or agents has expertise in (a) diagnosing, examining or treating medical conditions of any kind, (b) determining the effect of any specific exercise, (c) prescribing any exercise program, or (d) instructing in the use of any exercise equipment.
3. I understand that in participating in one or more exercises or fitness activities at the facility or in use of the equipment or the facility, 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 Brookfield 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 Brookfield.
4. I understand and acknowledge that the lockers are for daily use only and that Brookfield reserves the right to cut the lock should I leave it on past 6:00 p.m. each day. I agree to assume any risk of loss of property and to indemnify, defend and hold harmless Brookfield and any officers, directors, shareholders, partners, employees, personnel, agents, or contractors thereof, from liability for any and all loss or damage resulting from the removal of such lock.
5. I understand and acknowledge that I am an employee of the Tenant designated below, which is a tenant located at 650 Massachusetts Avenue NW, Washington, DC 20001.



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**650 Massachusetts Avenue NW
FITNESS CENTER**

Employee: Name (please print)

Employee Signature

Date

Datawatch Card #: _____

Email: _____

Address: _____

This will certify that the employee designated herein is an employee of _____,
Tenant.

Tenant: _____

By: _____

Title: _____

Address & Suite #

Phone: _____