



AGREEMENT, WAIVER, RELEASE OF CLAIMS, AND ASSUMPTION OF RISK

Fitness Facility, 80 M Street SE, Washington, DC

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR RIGHTS AND MAY LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

I am an on-site employee of _____, a tenant in Suite _____ of the building located at 80 M Street SE, Washington, DC (the "Building"), and am hereby authorized by my employer to use the fitness facilities located on the first level of the Building ("the Fitness Facility"). I understand and acknowledge that by signing below, I am legally agreeing to all of the following statements in exchange for being permitted to use the Fitness Facility:

I understand that there are risks and dangers related to gymnasium exercise, and that such exercise may include, but is not limited to, strength training, weight lifting, use of cardiovascular machines and other exercise equipment (collectively, "Exercise Activities"); and that in order to participate in any such Exercise, I must give up my rights to hold WELLS REIT II – 80 M Street, LLC ("Landlord") and others responsible or liable for any damage or injury that I may suffer while participating in such Exercise Activities, or while participating in pre- and post-exercise activities, including but not limited to waiting at, on or about the Fitness Facility, and/or walking through the Fitness Facility prior to or after Exercise Activities (collectively, "Related Activities"). Knowing this and in consideration for being permitted to participate in Exercise Activities, **I hereby voluntarily forever release, discharge and hold completely harmless** Landlord, Columbia Property Trust Operating Partnership, L.P., Columbia Property Trust, Inc., and each of their respective members, offices, directors, agents, employees, heirs, assigns and contractors (collectively, the "Released Parties"), from any and all responsibility for, or liability resulting from or arising from, my participating in Exercise Activities or Related Activities at the Fitness Facility. I agree that this release is binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and my and their agents.

I understand that the Exercise Activities available at the Fitness Facility may include, but are not limited to, stretching, twisting, lunging, running and jumping, and the use of various exercise machines and equipment. I realize that these activities can be dangerous, but **I am voluntarily choosing to participate in some or all of these activities and agree to assume the risk associated with my participation therein.**

I understand that I am assuming full responsibility for any and all risks of death, personal injury, emotional pain and suffering, property damage and economic loss that might be suffered by me as a result of my participation in Exercise Activities or Related Activities at the Fitness Facility. I hereby represent that I am in good health and in proper physical condition to safely participate in Exercise Activities. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in Exercise Activities, or that would result in my participation creating a risk of danger to myself or to others. I further certify that I have not been advised or cautioned otherwise by a medical practitioner.

I hereby further agree to release, indemnify and hold completely harmless the Released Parties from any and all liability and costs, including attorney fees, associated with or arising from my participating in Exercise Activities or Related Activities at the Fitness Facility.

I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by the District of Columbia, and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

BY SIGNING BELOW, I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, AND THAT I HAVE READ THIS AGREEMENT, AND UNDERSTAND ITS CONTENT.

Employer Authorization By:

Employee Signature:

MANAGER

Card ID# _____

(PRINT NAME)

(PRINT NAME)

DATE: _____