

# 1700 K Street Fitness Center

## “Klub 1700”

### Waiver of Liability

As a condition to, and in consideration of, my use of the 1700 K Street Fitness Center “Klub 1700”, (inclusive of exercise, cardiovascular and weight training facilities and equipment, and personal training and personal care services, all located at 1700 K Street) 1700 K Street, N.W., Lower Level, Washington, D.C., 20036 (collectively and individually hereinafter referred to and described as the “**Center**”), I hereby certify, covenant and agree as follows:

1. I am in good physical condition and am able to use the Center, and to participate in exercise and fitness activities available therein, and without any medical restrictions. I will do all exercise and participated in all activities at the Center at my own risk. I understand that at times the Center is unmanned and unsupervised during its hours of operation.
2. I understand the employees, personnel, or agents of Klub 1700 do not have expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on any medical condition(s).
3. I grant permission for first aid and/or C.P.R. to be given to me in an emergency, as determined at the sole discretion of the employees, personnel, or agents of Synergy Fitness Group, LLC, and I agree that I will be solely responsible for any medical costs or expense which may arise as a result thereof, or as a result of my use of the Center.
4. I acknowledge that I have read and understood all posted Rules and Regulations governing the use and hours of operation of the Center. I agree to fully comply with the Rules and Regulations as they are amended from time to time.
5. I understand that in participation in one or more exercise or fitness activities, or in using the personal care services of Personal Fitness Training or Massage, there is a possibility of accidental or other physical injury or loss of or damage to my personal property, and further agree to indemnify and hold harmless JBG Smith, Synergy Fitness Group, LLC, Michael Grossman, and any officers, directors, shareholders, partners, employees, personnel, or agents thereof, from any liability, loss, cost, damage, expense, claim, or suit whatsoever for any and all injury, loss, illness, harm, cost, expense, claim suit, or damage resulting from or related to my use of the Center, except to the extent such an injury, loss, illness, harm, cost, expense, claim suit, or damage is caused by the intentional act or omission of such parties.

Name (please print): \_\_\_\_\_

Security Key No.: \_\_\_\_\_

Company: \_\_\_\_\_

Floor & Suite No.: \_\_\_\_\_

Office Phone No.: \_\_\_\_\_

Home/Cell Phone No.: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_