



## **WAIVER AND RELEASE OF ALL CLAIMS** (COPT Tenants)

The undersigned (the "User") acknowledges and agrees that it is required to execute this Waiver and Release of All Claims in consideration of being granted the right and privilege to use and enjoy the various fitness facilities (the "Fitness Center") located within the buildings at 6760 Alexander Bell Drive, Columbia, Maryland 21046 and 6711 Columbia Gateway Drive, Columbia, Maryland 21046 (the "6760 Building" and "6711 Building", and collectively hereinafter referred to as the "Building"). The 6760 Building is managed by COPT Property Management Services, LLC and owned by Gateway 44, LLC. The 6711 Building is managed by COPT Property Management Services, LLC and owned by 6711 Gateway Drive, LLC (the owners of each building are collectively referred to herein as the "Owners").

The User acknowledges and agrees that there is no on-site supervision in the Fitness Center or in the Building at any time. In recognition of the possibility of injury while the User is participating in or observing various activities in or about the Fitness Center, or by being in or about the Fitness Center, the User hereby unconditionally expressly agrees that all use of the Fitness Center shall be undertaken at the User's sole risk, and that the Owners shall not be liable for, and the User shall indemnify and hold the Owners harmless from, any claims, demands, injuries, damages, actions or causes of action whatsoever arising out of or in any way connected with the use of the Fitness Center or the immediate vicinity around provided access to the Fitness Center or the immediate vicinity by the User, the Fitness Center by the User, and/or, any unauthorized personnel

The User does hereby expressly forever waive, release and discharge the Owners from all such claims, demands, injuries, damages, actions or causes of action whatsoever and from all acts on the part of the Owners, its servants, agents, or employees on account of any injury, damage, accident, loss or other occurrence of any kind whatsoever which arises or may arise out of or in connection with the User's use of the Fitness Center. The User specifically waives and releases any claims against the Owners and their respective directors, officers, agents, independent contractors, or employees, whether paid or unpaid, and covenant and represent that the User will not file any claims or suite against such persons or entities.

This right to use the Fitness Center is personal to the User. The User is expressly prohibited from sharing or disseminating the access code to the Fitness Center with any other individual and is expressly prohibited from bringing any guests to the Fitness Center for any purposes. The User's right to use the Fitness Center shall terminate immediately upon such date that such User is no longer employed by a tenant in a building owned by 6711 Gateway, LLC. The User agrees to follow all of the Rules and Regulations provided to the User and/or posted in the Fitness Center. A copy of the current Rules and Regulations are attached hereto. If the User breaches this Waiver and Release, the User agrees to reimburse the Owners for any and all expenses and costs, including attorneys' fees, incurred by any such Owners or their agents in defending a claim or suit brought by or on behalf of the Users

This Waiver and Release constitutes the entire agreement between the parties hereto with respect to the matters discussed herein and the terms of this Waiver and Release are contractual and not a mere recital.

Owners reserve the right to modify the Rules and Regulations at any time with notice to the User, and to terminate use of the Fitness Center at any time without cause and without notice, This Release is given to induce the Owners to permit the Tenant and Users to use the Fitness Center at **6760 Alexander Bell Drive and 6711 Columbia Gateway Drive.**

**USER SIGNATURE:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**User Printed Name:** \_\_\_\_\_

**Card# to Activate:** \_\_\_\_\_

*WITNESS*

**SIGNATURE:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**USER INFORMATION:**

Home Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Tel # \_\_\_\_\_

Work Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work Email: \_\_\_\_\_

Work Telephone #: \_\_\_\_\_

COPT Property Management  
6760 Alexander Bell Drive, Suite 160  
Columbia, MD 21046  
e-mail: [ljones@copt.com](mailto:ljones@copt.com) and [mham.copt.com](mailto:mham.copt.com) please **do not** fax

**Please allow 72 hour turnaround time to process Datawatch Card activation / access requests.**

## **RULES AND REGULATIONS** **OF THE FITNESS CENTERS**

The Fitness Centers are available for the use and enjoyment of COPT Columbia Gateway tenants and their employees under the following conditions:

1. The Fitness Center is provided without any on-site supervision.
2. Use is restricted. Contact your employer if you have questions.
3. No unauthorized individuals are permitted access into or use of the Fitness Center.
4. Official Fitness Center hours of operation are:

Monday through Friday	6:00 AM – 8:00 PM
Saturdays	8:00 AM – 1:00 PM
Holidays and Sundays	Closed

Owners will not guarantee building services (heat, a/c) during hours other than these.

5. Access shall be through either of two designated entrances secured by an access card reader. The access cards shall not be made available to any unauthorized individuals.
6. Individuals agree to exercise reasonable care when using the Fitness Center and will not engage in or cause the improper use of the exercise equipment or other facilities in or about the Fitness Center.
7. **Individuals agree to use the Fitness Center at their own risk, and shall execute the preceding Waiver and Release of All Claims whatsoever against the owners and the members of the 6711 Columbia Gateway Drive Fitness Center, 6760 Alexander Bell Drive Fitness Center and against 6711 Gateway, LLC, Gateway 44, LLC and COPT Property Management Services, LLC.**
8. The Fitness Center may be permanently closed at any time without prior notice.
9. All locks placed on lockers must be removed by the close of business each day to ensure that no one utilizes locker space for an unreasonably long time. Periodically, after the close of business, the Owners will remove all locks remaining on lockers and any articles left in the lockers from which locks have been removed will be placed in a Lost and Found bin.
10. Owners are not responsible for lost or stolen articles left in the Fitness Center.

11. No individual may use the Fitness Center unless and until such individual has signed a Waiver and Release, which shall be provided to the individual by the Owners.
12. No smoking or consumption of alcoholic beverages is permitted in the Fitness Center or in the vicinity of the Fitness Center.
13. In no event shall any user of the Fitness Center interfere with the operation of the Building of which the Fitness Center is a part or with the business conducted at such Building. The User shall reimburse the costs and damages incurred by the Owners to repair any damage to the Fitness Center, the Building or the vicinity of the Building, which is directly caused by the individual. Violation of any of these Rules will result in immediate termination of the individual's right to use the Fitness Center.
14. The Owners reserve the right to modify any of these Rules and to notify the User by posting such modified Rules in the Fitness Center.