

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I forever release, discharge and covenant not to sue The Macerich Company, The Macerich Partnership, L.P., Tysons Corner Office I, LLC, MACW Property Management, LLC and each of their respective officers, directors, employees, partners, members, shareholders, subsidiaries, insurance carriers, contractors and/or agents, past and present (collectively, the "Macerich Parties"), L&T Health and Fitness (a CFW Company), and Hines Interests Limited Partnership (the "Property Manager"), for any claim, liability, demand, cause of action, obligation of whatever kind or nature, whether known or unknown, foreseen or unforeseen, whether at law or in equity, which I have or may have against the Macerich Parties, L&T Health and Fitness or the Property Manager related to loss of life, personal injury, damage to property and/or any other damage arising from or out of any occurrence related to the use of the fitness center and any exercise program, sport or physical activity at the office building commonly known as "Tysons Tower" and located at 7900 Tysons One Place, Tysons Corner, Virginia 22102 (the "Property").

I understand that the Macerich Parties, L&T Health and Fitness, and the Property Manager do not provide accident, health or life insurance coverage during the use of the fitness center and any exercise program, sport or physical activity at the Property and I release all private facilities and public facilities and their employees from all liability for any personal injuries, illnesses, loss or damage to property. I further understand that I am legally responsible for my actions, including, but not limited to, any damage to private or public property. I am legally responsible for my own welfare and actions, including personal needs and medical expenses, including, without limitation, transportation, hospitalization, x-rays, etc.

I am aware that there are certain inherent risks, dangers and hazards associated with engaging in physical activities that can result in serious personal injury or death. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury associated with any use of the fitness center and any exercise program, sport or physical activity at the Property. I further recognize and acknowledge that the risks inherent in engaging in physical activities can be greatly reduced by seeking instruction from a trained professional, consulting with a physician, using common sense and following the rules and regulations of the fitness center and the Property.

If any portion of this Agreement shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Agreement shall remain in full force and effect and the offending provision or provisions severed here from.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

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

Print Name: \_\_\_\_\_

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

Access Card #: \_\_\_\_\_

Women's or Men's Locker Room (circle one)

**Please return completed form to Hines Property Management, Tysons Tower Fitness Center Management, or email to [TysonsTower.Fitness@Hines.com](mailto:TysonsTower.Fitness@Hines.com)**