



2050 MAIN STREET - FITNESS CENTER

WAIVER OF LIABILITY & RULES & REGULATIONS

Name (Member): _____ **Key Fob #:** _____ (5 digits)

Employer: _____

Employer Address: **2050 Main Street**
Irvine, California Suite #: _____

Employer Telephone: _____

In case of emergency, contact: _____

Relation: _____

Telephone: _____

WAIVER OF LIABILITY

The undersigned member (the "Member") hereby acknowledges and agrees that its use of the fitness center (the "Fitness Center") located at 2050 Main Street, Irvine, California (the "Building") and participation in its programs or activities, if any, is voluntary and at the Member's own risk. In consideration of the Member being permitted to use the Fitness Center facilities, the Member hereby releases and discharges the Fitness Center, its owners, operators and agents (including without limitation, 2050 Main Street, LLC ("Landlord"), AEW Capital Management, LP, and RiverRock Real Estate Group), and their respective partners, members, trustees, principals, officers, directors, agents, employees, contractors, successors and assigns (collectively, "Released Parties") from, and agrees to hold any and all of the Released Parties harmless against, any claim, demand, liability, cause of action or suit of any kind or nature, whether or not resulting from the negligence of the Released Parties or otherwise (including without limitation, strict liability), arising out of, resulting from or incident to Member's use or occupancy of, or participation in, the Fitness Center, any of its equipment, facilities, programs, activities or events, if any, (collectively, "Released Liabilities"). Member waives any claim it may have against the Released Parties in connection with any of the Released Liabilities and agrees not to sue or make any claims of any nature whatsoever in any court, agency, or other forum or proceeding against any Released Parties in connection with any of the Released Liabilities. The Member further agrees that neither the Fitness Center nor any other Released Parties shall be responsible or liable to Member for any articles damaged, lost or stolen in or about the Fitness Center, or in lockers, or for loss or damage to any property, including but not limited to, automobiles and the contents thereof. Furthermore the undersigned agrees to comply with the Rules and Regulations attached to this Waiver, which are incorporated and made a part hereof. Further, Member acknowledges that Member is familiar with the provisions of California Civil Code Section 1542 which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." Member is aware of and understand this code section, and expressly waive all rights Member may have under it, as well as any other statutes or common law principles of similar effect pertaining to the releases set forth herein.

Member acknowledges the current COVID-19 outbreak and pandemic and the risks associated with that pandemic. Member acknowledges and understands that COVID-19 and other infectious diseases can result in physical injury and discomfort, fever, diarrhea, fatigue, muscle aches, coughing, suffering, pain, hospitalization, disability, psychological trauma, and even death. Member further acknowledges that he/she/they understand the guidelines and recommendations set forth by The Centers for Disease Control (the "CDC") for safety for members of the public and that Member has reviewed such as it pertains to use of the Fitness Center. These guidelines and recommendations can be found at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. Member acknowledges that contact tracing is an effective way to mitigate the spread of Covid-19 and that to the extent Member notifies Landlord of a positive diagnoses of Covid-19, Landlord may, but shall not be obligated, to notify other users of the Fitness Center of the occurrence of a positive diagnoses in or about the Fitness Center. Member waives any claim against the Released Parties for breach of privacy or any other claim arising out of such notification.

Member hereby acknowledges that Member has signed this document electronically and that Member's signature has the same force and effect as if signed by hand, and Member expressly acknowledges the validity of electronic signatures by nature of clicking to agree to these terms was made by Member on the date this form was electronically submitted.

Accepted and Agreed to:

(Employee/Member Signature)

(Date)

FITNESS CENTER RULES & REGULATIONS

- A. No guests will be permitted to use the Fitness Center. All Members must have a pre-authorized keycard/keyfob to enter the Fitness Center. A pre-authorized keycard/keyfob shall not be issued to a prospective Member until receipt by Landlord or its authorized agent for the Fitness Center (collectively, the "Management") of the initial fee (if any) for use of the Fitness Center by such Member.
- B. Members are not allowed to be in the Fitness Center other than the hours designated by Management from time-to-time. Management shall have the right to alter the hours of use of the Fitness Center, at Management's sole discretion.
- C. All Members shall use the Fitness Center, any and all equipment and participate in any exercise, program or class at their own risk.
- D. Those Members with medical conditions such as high blood pressure, heart disease, respiratory problems or any other conditions or situations which may make any form of exercise dangerous to one's health, such as pregnancy or medication(s), must consult with and receive consent from their physician prior to joining and/or using the Fitness Center.
- E. If any Member feels faint, dizzy, sick, experiences pain and/or has difficulty breathing while using the Fitness Center, such Member shall immediately stop the activity and cool down. In the event such Member does not feel better, he/she promptly shall call 911 for assistance.
- F. Member shall not use the Fitness Center if Member has or has had within the previous 14 days any symptoms of COVID-19 or other infectious diseases.
- G. While using the Fitness Center, Member shall:
- Wear a face mask, bandana or scarf at all times;
 - Stay at least six (6) feet away from any other members while using the Fitness Center;
 - Use hand sanitizer and/or wash hands before and after entering or using the Fitness Center;
- H. In the event a Member notices any faulty or malfunctioning equipment, hazardous conditions, situations, or safety concerns, while using the Fitness Center for any reason, such Member shall report the situation to the Management or building staff personnel immediately.
- I. Individual membership keycards to the Fitness Center shall not be shared and shall only be used by the individual to whom such keycard was issued. Failure to abide by this rule may result in immediate termination of such Member's right to use the Fitness Center.
- J. Members agree to keep the Fitness Center in a neat and orderly fashion, including, but not limited to, wiping all equipment after use. Members agree not to make excessive noise (including, without limitation, playing music or dropping weights) while using the Fitness Center and shall use the Fitness Center in a manner that does not interfere with the use by tenants and occupants of their premises at the Building.
- K. Members shall not store anything in the Fitness Center, except to the extent temporarily stored in the locker rooms during the Members' use of the Fitness Center. Overnight usage of the lockers is prohibited.
- L. No smoking, alcoholic beverages or glassware is allowed in or around the Fitness Center at any time.
- M. Appropriate exercise attire is required at all times. Exercise clothes are not to be worn within the lobby, elevators and common areas of the building.
- N. Members agree to read equipment instructions prior to use of any fitness equipment.
- O. All personal articles shall be removed upon completion of the Member's workout.
- P. Children under the age of 18 are expressly prohibited from entering the Fitness Center at any time.
- Q. Member's membership shall terminate on the last day of Member's employment at the company listed on the preceding page, or at Management's discretion, may be terminated upon Member's infringement of any of the Rules & Regulations listed herein.
- R. Members are to use the Fitness Center equipment as intended and any costs incurred for damages caused by mis-use will be the responsibility of the Member causing same.
- S. Management reserves the right to change membership fees, alter Fitness Center hours of operation, or add, change or delete any of the Rules and Regulations of this Fitness Center as may from time to time be deemed necessary in the sole and absolute discretion of Management.