

2020 MAIN STREET FITNESS FACILITY
RELEASE FROM LIABILITY AND ASSUMPTION OF ALL RISK

I certify that I am an employee of a tenant at 2020 Main Street, Irvine California (the "Project") and will only use the fitness facility located in the Project (the "Fitness Facility") while I am employed by a tenant in the Project. Furthermore, I will not bring another person in the Fitness Facility or grant access to another person for use of the Fitness Facility.

I hereby represent that I am in good health and have had professional instructions in fitness facility use and with respect to the specific facilities and equipment of this fitness facility. I agree to inspect all such facilities and equipment for any defective condition prior to using same and to promptly report such defective condition to a Fitness Facility representative. I have been advised to seek the advice of a medical professional as to physical activity, exercise, and use of exercise and training equipment so that I might have recommendations as to these fitness activities and equipment use.

I hereby waive, release and discharge any and all claims for damages for death, personal injury or property damage which my have, or which may hereafter occur to me, as a result of my use of the Fitness Facility. This release is intended to discharge in advance the owners and managers of the Project and the owners and managers of the Fitness Facility (and their respective officers, members, partners, shareholders, agents and employees), from and against any and all liability which may arise out of active or passive negligence or carelessness on the part of the persons or entities mentioned above.

I further understand that serious accidents occasionally occur during fitness facility use and that participants in fitness facility use occasionally sustain mortal or serious personal injuries, and/or property damage, as a consequence thereof knowing the risks of fitness facility use, nevertheless, I hereby agree to assume all of those risks and hereby waive all claims against and release the person or entities mentioned above who (through negligence or carelessness or for any reason whatsoever, whether foreseeable or not) might otherwise be liable to me (or my heirs or assigns) for damages. I further agree to defend, indemnify and hold such persons and entities harmless from any and all such actions, causes of action, and claims.

I understand and agree that this release applies to personal injury, property damage, or wrongful death which I may suffer, even if caused by the negligent acts or omissions of such persons or entities or others. I hereby expressly waive all rights under Section 1542 of the Civil Code which states that: "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."

I understand that this release will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any guardian ad litem for such children. I understand that this release is intended to be as broad and inclusive as permitted by the laws of California.

I acknowledge that I have read this release, understand the words and language in it, and agreed to all of it.

I AGREE TO ACCEPT AND ABIDE BY THE RULES AND REGULATIONS OF THE 2020 MAIN STREET FITNESS FACILITY.

DATE _____ SIGNATURE: _____