

EXERCISE FACILITY CONSENT AND WAIVER OF LIABILITY AGREEMENT

601 12th Street, Suite 275, Oakland, CA 94607

In order to use the facilities, locker rooms and equipment ("Facility") located at 601 12th Street, Suite 225, Oakland, CA 94607 (the "Building"), I hereby certify, covenant, and agree as follows:

1. I fully recognize that I am responsible for knowledge of my own state of health at all times and use the Facility at my own risk.
2. I will do all exercise and participate in all activities at my own risk. I acknowledge that neither the Owner of the Building, 601 City Center LLC ("Owner"), nor the Owner's Agent, Shorenstein Realty Services, L.P. ("Owner's Agent"), nor any of the Owner's Agent's advisors or employees, are expected or required to provide training on any of the equipment in the Facility or to provide training materials.
3. I acknowledge that neither the Owner, the Owner's Agent nor any of the Owner's Agent's contractors, advisors or employees make any representations or warranties about the condition of the equipment.

No Representations. User hereby acknowledges that the installation of equipment, devices and/or facilities in or serving the Facility shall in no way be deemed a representation or warranty by Owner or Owner's Agent regarding the efficacy or safety of the same, nor as an agreement or undertaking by, or obligation of, Owner or Owner's Agent to protect, indemnify or hold User harmless from any harm of any type or to ensure User's safety. It is expressly understood and agreed that use of the Facility by User shall be at User's sole risk.

4. I acknowledge that the Facility is unstaffed and is not monitored by any visual device. I understand and acknowledge that the Owner, the Owner's Agent, nor any of the Owner's Agent's advisors or employees, represents that its employees, personnel or Agents have expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on such medical condition.
5. I understand that in participating in one or more exercises or fitness activities at the Facility, or in use of the equipment or the Facility in any way, there is a possibility of accidental or other physical injury, loss of life or loss of my personal property. I agree to assume that risk of any such accident, injury, loss of life or loss of property. I hereby release and forever discharge Owner and Owner's Agent, their respective officers, Owner's Agent's employees, personnel, partners, directors, shareholders, affiliates and other representatives, and their successors and assigns (collectively, the "Released Parties"), from any and all liability, harm and damage, and waive any and all claims whatsoever, for any injury, accident, loss of life or loss in connection with my use of or entry into the Facility. In addition, I hereby agree to forever defend, indemnify and hold harmless the Released Parties from any and all costs, claims, liability, harm, damage or expenses resulting from my use of or entry into the facility or the equipment.
6. I acknowledge that I have received and read a copy of the current Rules and Regulations governing the use of the Facility (a copy of which is attached hereto). I agree that I will fully comply with all rules and regulations as they are amended from time to time.

USER:

Employer Name

Employee Name (Please Print)

Suite Number

Signature

Telephone

Date

Access Key Number:

Sex: Male Female

EXERCISE FACILITY RULES AND REGULATIONS

The following Rules and Regulations are intended to make the Facility at the Building as safe, enjoyable and pleasant as possible for all users ("Users"). These Rules are applicable to all Users and may be changed from time to time by Owner or Owner's Agent in order to provide for the safe, orderly and enjoyable use of the Facility's facilities and equipment.

1. Use. Users shall use the facilities and related equipment solely for weight and cardiovascular training on the equipment provided. Users shall not misuse or use the Facility and related equipment in any manner that will damage the same. Users shall not install, nor tamper with or remove, any equipment in the Facility. **No person may use the Facility unless they have signed a Waiver of Liability.** This Facility is open to Tenants only. Guests are not authorized to use the Facility and users shall not grant access to the Facility, nor permit the Facility to be used, by any unauthorized persons.
2. Exercise Facility Trainers. Users who wish to hire personal trainers and to use the Facility for training will ensure that the trainer has completed an Exercise Facility Waiver PRIOR to scheduling any training in the Facility. The Exercise Facility Waiver must be delivered to the Management Office prior to scheduling any training in the Facility.
3. Hours of Operation. In order to accommodate thorough cleaning of the Facility on a daily basis, the Facility may be used only during the following hours:

Monday through Friday

6:00am – 8:00 pm

Saturday & Sunday

Closed

The Facility will not be open for use on Weekends, New Year's Day, Presidents' Day, Martin Luther King's Birthday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. The Facility may be closed, and its hours of operation modified from time-to-time, at Owner's sole discretion. Tenants will be notified at least 24 hours in advance of any closing, unless such closing is due to emergency.

4. Clothing. The minimum attire at the Facility shall be gym shorts, tee shirts, socks and tennis shoes. Any conventional exercise attire is permissible, including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes, or similar footwear must be worn at all times. Users of the Facility must wear clean and appropriate attire when in transit to and from the Facility, which may include, but not be limited to, warm-up suits and sweat suits.
5. Conduct. Any conduct that unreasonably interferes with the use or enjoyment of Facility or the equipment by others, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Facility or the equipment, is strictly prohibited. Radios, tape recorders or other similar personal audio equipment may not be used without headphones. No User shall make, or permit to be made, any disturbing noises or disturb or interfere with the occupants of the Building or neighboring Buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, loud speaker or other sound system. Those in violation of this rule will be subject to immediate expulsion.

6. Smoking. Smoking of any kind or any other consumption of tobacco products is strictly prohibited in the Facility.
7. Solicitations and Petitions. Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.
8. Identification. Upon request by Owner's employee or personnel, Users must present their key for identification purposes. Neither Owner nor the Owner's Agent assumes responsibility for lost or stolen keys.
9. Food and Beverages Prohibited. Food and beverages shall not be brought to the Facility for consumption on the premises, except for bottled water or sports beverages. Alcoholic beverages are strictly prohibited.
10. Notices, Complaints or Suggestions. Users must immediately notify Owner or Owner's Agent in the event that they discover any unsafe or hazardous defect or condition relating to the Facility or the equipment, or any more than de minimis breakage, fire, or disorder at the Facility. Complaints or suggestions as to the operation, maintenance, services, or equipment at the Facility should be directed to Owner's Agent.
11. Other Facilities. Owner or Owner's Agent may prohibit, use or close the Facility if misused in any way. Owner and Owner's Agent take no responsibility for personal possessions left in the Facility. **Locks or lockers are permissible, but all articles and locks must be removed when the user leaves the Facility.** Owner and Owner's Agent reserve the right to remove and dispose of any locks and personal possessions remaining in the Facility when it closes each day. Owner and Owner's Agent make no representation or warranty that the use of any locker will protect User's personal property from damage, loss or theft.
12. Violation of Rules. Repeated failure or refusal to comply with these Rules and Regulations may result in the loss of privileges.
13. Maintenance. No member shall leave any litter, trash, debris, or articles of clothing at the Facility. The entry door(s) to the Facility shall be kept closed at all times.
14. Card Keys. User hereby agrees to keep any card key provided to User in User's possession and control at all times until required or requested to surrender the same, and in no event shall User lend or otherwise transfer its card key to any other person. In the event User shall lose or misplace its card key, or in the event User's card shall be stolen, User shall immediately notify Owner and Owner's Agent in writing. User further agrees that, in the event either (i) User's employment with Tenant is terminated for any reason, or (ii) Tenant shall be in default under its lease with Owner, Owner's Agent may immediately de-activate User's key card and User shall immediately surrender its card key to Owner's Agent. User hereby acknowledges that the card key is and shall remain the property of Owner's Agent, and User agrees to return the same to Owner's Agent upon the expiration (or sooner termination) of Tenant's lease or any earlier date on which Owner's Agent is entitled to de-activate said card key. Inoperative (but not de-activated) card keys will be replaced at no charge, but lost and de-activated card keys will be replaced (or reactivated, as the case may be) at a cost established by the Owner's Agent from time to time.