

P1 SHOWERS CONSENT AND WAIVER OF LIABILITY AGEEMENT

601 12th Street, Oakland, CA 94607

In order to use the P1 showers ("Facility") located at 601 12th Street, Oakland, CA 94607 (the "Building"), I hereby certify, covenant, and agree as follows:

1. 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 make any representations or warranties about the condition of the Facility.

No Representations. User hereby acknowledges that providing use of and maintaining 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.

2. I understand that in use of 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.
3. 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.

USER:

Employer Name

Employee Name (Please Print)

Suite Number

Signature

Telephone

Date

Access Key Number:

Sex:

Male

Female