

RELEASE AND WAIVER OF LIABILITY

I, _____, hereby enter into this RELEASE AND WAIVER OF LIABILITY (“**Release**”) as of the date appearing below with regard to the exercise facility (“**Facility**”) located in the San Gabriel Valley Corporate Campus (“**SGVCC**”).

This Release is made in reference to the following: (a) I am an employee of Tenant (defined below) that occupies space in the SGVCC, (b) I desire to use the Facility, (c) as a condition to my use of the Facility, I must execute a release, and (d) I execute this Release in favor of and for the benefit of Landlord (defined herein) to evidence my assumption of risk and responsibility and release of liability for all matters relating to my use of the Facility.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I do hereby agree as follows:

Conditions of Use of the Facility: I understand and agree that (a) the Facility is available for the use of the employees of tenants of the SGVCC only and for no other person, (b) the use of the Facility is at the risk of the users of the facility, (c) all users as a condition to the use of the Facility must sign and issue to Landlord a written release in a form and substance acceptable to Landlord, (d) the Facility is unsupervised, (e) users of the Facility, including me, must immediately report any needed equipment maintenance or any unsafe conditions in writing to Landlord and Tenant; (f) the Landlord, in its reasonable discretion, may change the rules and/or hours of the Facility at any time and Landlord reserves the right to deny access to the Facility to anyone due to misuse of the Facility or noncompliance with rules and regulations of the Facility, (g) the Landlord may, without liability whatsoever, discontinue providing the Facility at any time, (h) I agree to comply with all rules and regulations relating to the Facility, and (h) the Landlord shall have no liability, whatsoever relating to my participation, involvement with or use of the Facility.

2. My Assumption of Full Risk and Responsibility: In consideration of being allowed to use the Facility, I assume full risk and responsibility for all bodily injury, property loss and property damage, including, but not limited to, injuries arising from or related to use by me or others of the equipment, machines, locker rooms and other matters of the Facility, injuries and medical disorders arising from or related to the use of the Facility such as heart attack, stroke, death, heat stress, sprains, strains, broken bones, torn muscles, tendons and ligaments, accidental injuries occurring anywhere in the Facility, and any property loss or damage that may arise or be sustained by the me during or related to participation in, involvement in, or use of the Facility.

BULL RELEASE OF ALL CLAIMS AND POTENTIAL CLAIMS: I DO HEREBY VOLUNTARILY ASSUME ALL RISK, KNOWN AND UNKNOWN, OF INJURIES, LOSS OR DAMAGES CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES (DEFINED HEREIN) TO THE FULLEST EXTENT ALLOWED BY LAW. ACCORDINGLY, I DO HEREBY FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS, AND CAUSES OF ACTION, WHATSOEVER, AND FROM ANY AND ALL LIABILITY FOR ANY LOSS OF PROPERTY OR PROPERTY DAMAGE, OR PERSONAL INJURY OF ANY KIND, NATURE OR DESCRIPTION THAT MAY ARISE OR BE SUSTAINED BY ME DURING OR RELATED TO PARTICIPATION, INVOLVEMENT WITH, OR USE OF THE FACILITY. TO THE EXTENT PERMITTED BY LAW, I HEREBY INDEMNIFY, AND AGREE TO PROTECT, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS AGAINST ANY AND ALL ACTIONS, CLAIMS, DEMANDS, LIABILITY, COSTS AND EXPENSES ARISING FROM THE USE OF THE FACILITY BY ME. THE “RELEASED PARTIES” CONSIST OF METROPOLITAN LIFE INSURANCE COMPANY (“LANDLORD”) ITS PARENT, AFFILIATED AND SUBSIDIARY COMPANIES AND THEIR REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, AND ALL OTHER ENTITIES AND PERSONS OWNING, MANAGING AND MAINTAINING THE FACILITY, INCLUDING, WITHOUT LIMITATION, CB RICHARD ELLIS.

4. The Release Extends to Unknown and Future Claims: I understand that California Civil Code Section 1542 provides:

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 hereby expressly waive and relinquish every present or future right or benefit I have or may have as a result of any of the facts, matters and/or events referred to in this Release under California Civil Code Section 1542 and/or any similar law, statute, provision or policy to the fullest extent permitted by law.

5. Further Warranties By Me: I represent and agree that (a) I have read and understand this Release, (b) this Release is binding upon me and (c) this Release is being relied on by Landlord in permitting my use of the Facility.

6. Written Notice: Unless otherwise requested by Landlord, all notices to be given to Landlord shall be delivered to Landlord as follows: Metropolitan Life Insurance Company c/o CBRE, Inc., 4900 Rivergrade Road, Suite A110, Irwindale, California 91706.

7. Governing Law: This Release shall be governed by the laws of the State of California.

EXECUTED THIS _____ DAY OF _____, 20_____ AT IRWINDALE CALIFORNIA.

Signature

Print Name

Employers Name

Work Telephone Number

Date

☐

Male

☐

Female

_____ Building No.

_____ Access Badge No.