

# ONE POST FITNESS CENTER

## Disclosure, Waiver, and Release of Liability Agreement

This waiver shall be required as a condition for use of the One Post Fitness center, including without limitation, its shower and locker facilities (the "***Fitness Center***"). As a condition to entry and use of the Fitness Center, it is your responsibility to comply with the Fitness Facilities policies and procedures related to the new social distancing, safety, and sanitation standards as promulgated by the State of California.

I acknowledge that (i) the Fitness Center is a building amenity and not supervised or staffed, (ii) there are inherent risks to exercising and (iii) I have been advised to obtain a physical examination prior to using the Fitness Center. I voluntarily assume all risks associated with my use of the Fitness Center and understand Landlord is not responsible for theft, loss of personal property or injury including both injury and death.

**Disclosure(s):** If you have any symptoms related to COVID-19, including, but not limited to the following: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell you will not be allowed entry into the Fitness Center until you provide positive proof of testing negative for COVID-19.

**Confirmation of Fitness Center Rules and Regulations:** You acknowledge and accept the Fitness Center's Rules and Regulations which have been provided to you. Should you fail to adhere to any of said rules and regulations, you will not be provided re-entry into the Fitness Center. Additionally, you acknowledge and accept that any deviation from said rules and regulations is of your own accord and any and all corresponding consequences shall be borne exclusively by you.

**Your Express Assumption of Risk:** By signing the below, in consideration of being allowed to participate in the use of the Fitness Center, and in acknowledging and accepting the new policies and procedures related to the use of the Fitness Center, i.e. social distancing, safety, and sanitation, you, yourself, but also your heirs, executors representatives, agents, successors, assigns, and administrators (collectively "**Releasor**"), hereby agree and acknowledge that you are fully aware that participation in this activity involves risk, both direct and inherent, and you accept the risk of using the Fitness Center, even if the risk are created by the carelessness, negligence or gross negligence of BPREP One Post LLC and Brookfield Properties Management (CA) Inc. (collectively, "**Landlord**"), and their representatives, affiliates, shareholders, partners (including partners of partners), subsidiaries and related entities, and any successors and assigns of such entities (collectively, the "**Released Parties**"). Furthermore, you understand and are fully aware that there are significant risks, known and unknown, involved in all aspects of your participation in the Fitness Center. You understand that these risks include bodily injury ranging from minor sprains to

death and disfigurement and include, as well as contracting COVID-19 or spreading COVID-19 to other members of the Fitness Center. Such risks could result in minor injury, serious injury or even death; injury or death due to negligence on the part of yourself or other people around. You understand that an injury may impair your future ability to earn a living, to engage in business, social and recreational activities, and to generally enjoy life.

**Release of Claims and Liability and Indemnification Agreement:** I have read and understand the foregoing Disclosure, Waiver, and Release of Liability Agreement and I understand that by signing it I am obligated to indemnify the Released Parties for any liability for injury or death of any person and damage to property caused by intentional act or omission(s), or the act or omission(s) of other parties, including without limitation, the Released Parties, this would include, but is not limited to my departure from the Fitness Center's Rules and Regulations or compliance with social distancing, safety, and sanitation as required by the State of California.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Released Parties from any and all claims, demands, or causes of action, which are in anyway connected with Fitness Center, including any such claims which allege negligent acts or omissions of the Released Parties.

I accept sole financial and legal responsibility for myself in the event of injury or illness (related or unrelated to COVID-19) that I suffer or for which I am legally responsible for to a third-party and agree to indemnify and defend the Released Parties from any and all claims, demands, damages, loss of service, or expense for property damage and for personal injuries or actions brought by a third-party against Released Parties resulting or arising from my use of the Fitness Center.

This agreement shall be binding upon me, my spouse, children, legal representatives, heirs, assigns, executors, and administrators.

**Acknowledgment:**

By signing below, I acknowledge that I have read and fully understand the information contained in this document and that I sign this Disclosure, Waiver, and Release of Liability Agreement voluntarily with the knowledge that I am waiving important legal rights.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company/Suite Number

Locker Room Access:     M                       F