

Centerview
1920/2010 Main Street
Irvine, California, 92614

Bicycle Equipment Use Agreement and Release of Liability
("Agreement")

THIS IS A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY.

Broadway Michelson LLC, a Delaware limited liability company ("Landlord"), has elected to offer bicycles (the "Bicycle Equipment") for use by its visitors to tour certain portions of the project known as Centerview, located at 1920/2010 Main Street, Irvine, California, 92614 (the "Project").

I, _____, hereby acknowledge that my use of the Bicycle Equipment in the Project, as well as any activities in which I may engage in conjunction with my use of the Bicycle Equipment, is entirely voluntary.

I AM AWARE THAT PARTICIPATING IN ATHLETIC ACTIVITIES AND THE USE OF THE BICYCLE EQUIPMENT MAY BE HAZARDOUS AND THAT IT IS NOT POSSIBLE FOR LANDLORD TO GUARANTEE THAT OTHER PATRONS USING THE BICYCLE EQUIPMENT WILL COMPLY WITH ALL ESTABLISHED RULES AND REGULATIONS. I AM VOLUNTARILY PARTICIPATING IN THESE ATHLETIC ACTIVITIES AND UTILIZING THE BICYCLE EQUIPMENT WITH FULL KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF PROPERTY LOSS, PERSONAL INJURY, OR DEATH, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF LANDLORD, ANY OF LANDLORD'S EMPLOYEES OR AGENTS, OR ANY OTHER PATRON OR GUEST USING THE BICYCLE EQUIPMENT.

The undersigned acknowledges that he or she is aware of or has been informed by his or her attorneys of the provisions of Section 1542 of the Civil Code of the State of California, and does hereby expressly waive and relinquish all rights and benefits which he or she has or may have, or had under that Section, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(initial here)

In consideration for being permitted by Landlord to participate in activities in the Project in which the Bicycle Equipment is located, I hereby agree that I, my heirs, next of kin, successors, and assigns will not sue, make a claim against, attach the property of or prosecute Landlord or Landlord's agents and employees for injury, death, or damage resulting from the negligence or other acts, howsoever caused, by any of Landlord's employees, agents, contractors, or patrons as a result of my participation in these activities or use of the Bicycle Equipment. In addition, I hereby release and discharge Landlord from all actions, claims, or demands that I, my heirs, next of kin, successors, or assigns now have or may hereafter have for any loss of property, personal injury, death, or damage resulting from my participation in these activities or use of the Bicycle Equipment.

The undersigned hereby acknowledges and/or represents as follows: (i) the undersigned is aware that there are inherent risks to exercising and/or sports activities, which have been exacerbated by the ongoing COVID-19 pandemic; (ii) using any Bicycle Equipment could expose the undersigned and/or others to COVID-19; (iii) the undersigned voluntarily assumes all risks associated with exercising and using any Bicycle Equipment and all risks associated with the transmission of COVID-19; (iv) there are no guarantees that the undersigned will not be exposed to and/or contract COVID-19 as a result of the undersigned's use of any Bicycle Equipment; (v) each time the undersigned use any Bicycle Equipment, such use shall be deemed to constitute a representation by the undersigned

that, to the best of the undersigned's knowledge at such time, the undersigned (a) does not have COVID-19 at such time and is not then exhibiting (and has not, at any time, in the immediately preceding 14-day period exhibited) any symptoms of COVID-19 (including but not limited to fever, cough, shortness of breath or difficulty breathing), and (b) has not, at any time, in the immediately preceding 14-day period, been in close contact with anyone who has tested positive for COVID-19; (vi) if asked and provided, the undersigned will use hand sanitizer prior to using any Bicycle Equipment; (vii) the undersigned has been advised to take the following actions during the undersigned's use of any Bicycle Equipment: (a) adhere to social distancing recommendations, and maintain a minimum of six (6) feet of space between persons at all times; (b) avoid shaking hands with or touching all others using any Bicycle Equipment; (c) wiping down before and after touching any Bicycle Equipment during the undersigned's use thereof; and (d) wear a face covering or mask while using any Bicycle Equipment to the extent required by any applicable law or to the extent the same is recommended by any federal, state or local authorities. The undersigned acknowledges that he/she has been advised to wash his/her hands with soap and water for at least twenty (20) seconds prior to and following the undersigned's use of any Bicycle Equipment. By signing below, the undersigned (1) agrees that any representations made above are true and correct to the best of the undersigned's knowledge, and (2) acknowledges and agrees to take all recommended actions set forth above to protect the undersigned and others from exposure to COVID-19.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND LANDLORD AND SIGN IT OF MY OWN FREE WILL.

[SIGNATURE PAGE FOLLOWS]

Participant: _____

(name typed or printed)

Company: _____

Suite: _____

Executed at Irvine on _____