

RELEASE AND WAIVER OF LIABILITY/INDEMNITY AGREEMENT
(“AGREEMENT”)

1. I, _____, certify that I am a tenant, or an employee of a tenant, in the project known as Centerview, located at 1910-2010 Main Street, Irvine, California, 92614 (the “**Project**”). The Project is owned by Broadway Michelson LLC, a Delaware limited liability company (“**Landlord**”).

2. I wish to use the Lounge, equipment and facilities therein located at the Project (“**Lounge**”). However, I acknowledge that use of the Lounge is limited only to tenants at the Project and employees of such tenants. My friends, family, customers, licensees, invitees, and those of my employer (“**Third Persons**”), are expressly prohibited from utilizing the Lounge.

3. I understand that use of the Lounge will involve activity, and certain facilities and activities are or may become dangerous. I further acknowledge that the facilities and equipment within the Lounge can cause personal injuries even if not defective, or possess or develop defects of which Landlord is unaware. I agree to give Landlord written notice of any defect in the facilities or equipment in the Lounge immediately upon acquiring knowledge thereof.

4. IN CONSIDERATION OF MY USE OF THE LOUNGE, I HEREBY ASSUME THE RISK OF USING THE EQUIPMENT AND FACILITIES THEREIN. I AM AWARE THAT THE ACTIVITY INVOLVED WITH USE OF THE LOUNGE, AND THE RISK IN USING THE EQUIPMENT AND FACILITIES THEREIN, MAY AND OFTEN DOES PRESENT HAZARDS OF INJURY, KNOWN AND UNKNOWN. I AM VOLUNTARILY MAKING USE OF THE LOUNGE WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____.

5. I agree that Landlord shall not be responsible or liable to me for any property damage, vandalism or theft to any of my personal property stored or placed in the Lounge.

6. As further consideration for my use of the Lounge, I, for myself and my assigns, heirs, distributees, guardians, and legal representatives, agree to make no claim against Landlord or any of its partners, agents or managers, including, without limitation, Emmes Realty Services of California LLC, or any of their respective officers, directors, employees, shareholders, agents, affiliates, successors and assigns (collectively, “**Released Parties**”).

7. I agree that I will not allow Third Persons to utilize the Lounge and will take necessary steps to prohibit Third Persons from doing so. I agree to indemnify, defend and hold the Released Parties harmless from all actions, claims or demands (and consequent attorneys’ fees and costs) that may be brought by (i) Third Persons wrongfully accompanying me to the Lounge, or (ii) their assigns, heirs, distributees, guardians and legal representatives, arising from said Third Persons’ use of the Lounge.

8. I sign this Agreement in the State of California, and agree that it shall be interpreted, enforced and governed by the laws of that State. This Agreement is my final, complete and exclusive agreement with Landlord. This document cancels and replaces all of my prior understandings and agreements (if any) with Landlord concerning use of the Lounge, and these terms may not be changed unless amended by a written document signed by Landlord.

9. The undersigned hereby acknowledges and/or represents as follows: (i) the undersigned is aware that there are inherent risks to exercising and/or using a fitness center, which have been exacerbated by the ongoing COVID-19 pandemic; (ii) using the Lounge could expose the undersigned and/or others to COVID-19; (iii) the undersigned voluntarily assumes all risks associated with exercising and using the Lounge (and the equipment located therein) 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 the Lounge; (v) each time the undersigned enters the Lounge, such entry 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 the Lounge (and the equipment located therein); (vii) the undersigned has been advised to take the following actions during the undersigned's use of the Lounge: (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 the Lounge; (c) wiping down before and after touching any surfaces and/or equipment during the undersigned's use of the Lounge; and (d) wear a face covering or mask while inside of, or while using, the Lounge 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 the Lounge (and the equipment located therein). 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.

10. 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)

11. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY WITH RESPECT TO MY INJURIES AND DAMAGES, AND AN ASSUMPTION OF LIABILITY WITH RESPECT TO INJURIES AND DAMAGES OF THIRD PERSONS, AND A CONTRACT BETWEEN MYSELF AND LANDLORD, AND SIGN IT OF MY OWN FREE WILL.

[SIGNATURE PAGE FOLLOWS]

Executed at Irvine, California, on _____, 20____.

Signature

Print Name

Employer/Tenant Name