



GREENLAW

In consideration of 2040 Main Holdings, LLC ("Owner") permitting the undersigned person ("I" or "me") to use the fitness facilities (including the exercise room and fitness equipment therein), locker rooms and bicycle storage area (collectively, the "Facilities") and to participate in any and all fitness activities (collectively, the "Activities") located or held at 2040 Main Street, Irvine, CA (the "Building") or sponsored by Owner, by signing this Exercise Facility/Activity Consent and Waiver of Liability (this "Consent"), I hereby certify, acknowledge, and agree as follows:

1. By participating in any Activity or using the Facilities in any way, there is a possibility of accidental or other physical injury, loss of life, or loss of personal property. I agree to assume the risk of any such accident, injury, loss of life, or loss of property.
2. I am responsible for confirming with my own personal physician that I am healthy enough to exercise before using any of the Facilities. If I have consulted a physician, I have taken the physician's advice. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured.
3. Owner and Owner's Property Manager, Greenlaw Management, and their respective members, managers, officers, employees, partners, directors, shareholders, affiliates and other representatives (collectively, "Released Parties") have no expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on such medical conditions. I am aware that there is no obligation for any person to provide me with medical care at the Facility. I understand and acknowledge that, if medical care is rendered to me, I consent to that care, if I am unable to give my consent for any reason at the time the care is rendered.
4. I will use the Facilities, do all exercise and participate in all Activities (including any fitness, yoga, or other classes offered by Owner) at my own risk. I acknowledge that I will not be provided with training materials or training as to use any of the equipment in the Facilities or as to participation in any Activity.
5. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive, and forever discharge any and all liabilities, claims, demands, legal actions, rights of action for damages, personal injury, loss of life or loss of personal property in connection with the use of or right of entry into the Facilities or participation in any Activity (collective, "Claims") I may have, now or in the future, against any Released Parties, even if the Claims are based on the carelessness or negligence of the Released Parties or anyone else. Without limiting the foregoing, I further release any recourse I may now or hereafter have resulting from any decision of any of the Released Parties.
6. I will defend, indemnify (reimburse for any loss) and hold harmless each of the Released Parties from any and all liability, harm and damage (including any reasonable legal fees they may incur), and waive any and all Claims whatsoever, for any injury, accident, loss of life or other loss in connection with my use of or entry into the Facilities or participation in any Activity, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Parties or anyone else.



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7. No warranties or representations have been made to me about the Facilities that are not stated on this form. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnify.
8. If any provision of the Consent is unlawful, void or for any reason unenforceable, then that provision will be deemed severable from this Consent and shall not affect the validity and enforceability of any remaining provisions.
9. I have read and fully understand this Consent. I am aware that by signing this Consent, I am waiving certain legal rights that I or my heirs, next of kin, executors, administrators and assigns may have against the Released Parties.

X

Employee Name (Please Print)

X

Employer Name & Suite Number (Please Print)

X

Employee Signature

X

Employee Email