

## **LIMITED RIGHT OF USE AND ACCESS, LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT**

HART Campus Playa Vista LLC ("GYM Owner") is the owner of certain real property located at 12025 Waterfront Drive, Los Angeles, California 90094 (the "GYM Property") in the fitness center located at the GYM Property (the "Center").

From time to time, the undersigned ("Participant") may be granted a limited right of access to and use of the Center and/or the right to obtain and participate in personal training services (if applicable) ("Personal Training Services") at the Center. Participant, in consideration of such rights to utilize the Center and obtain and participate in Personal Training Services (if applicable) under the terms and conditions set forth in this Limited Right of Use and Access, Liability Waiver and Indemnification Agreement (this "Agreement") hereby agrees to indemnify and hold harmless all owners and operators of the GYM Property (including, without limitation, GYM Owner, and Hines Interests Limited Partnership ("Manager")) and all of their respective affiliates, officers, directors, employees, agents, representatives, members, managers, successors and assigns (each an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all losses, claims, actions, assessments, fines, damages, illnesses, costs, liability or suit, whether asserted by the undersigned or by any other party (each a "Claim" and collectively, "Claims"), arising from or related to the Participant's use of the Center and Participant's participation in Personal Training Services (if applicable).

If Participant is an employee of or contractor performing services for the Indemnified Parties or one of its tenants or subtenants at the GYM Property the rights granted to Participant under this Agreement shall terminate at such time as Participant is no longer an employee of or contractor performing services for the Indemnified Parties or one of its tenants or subtenants at the GYM Property. Rules governing behavior in the Center ("Rules") shall be posted and shall be subject to change without notice at the sole and absolute discretion of the owner or operator of the GYM Property. Participant must comply with all posted Rules and all federal, state and local laws, orders, directives and guidance, including those regarding SARS-CoV-2 or COVID-19 or other infectious diseases as a condition of use of the Center and participation in Personal Training Services (if applicable).

Participant has made a voluntary choice to use the Center and participate in Personal Training Services (if applicable) and acknowledges that doing so can involve dangerous or hazardous activities and the risk of exposure to SARS-CoV-2 or persons with COVID-19 or other infectious diseases. It is acknowledged that neither the Center nor the Personal Training Services are monitored nor supervised by the Indemnified Parties, and the Participant utilizes the Center and participates in Personal Training Services solely at his or her own risk. Participant acknowledges that he or she has been advised to consult a physician before using the Center. The Indemnified Parties expressly disclaim responsibility for the actions of other persons using or present within the Center and/or participating in Personal Training Services, and Participant holds the Indemnified Parties harmless from the acts or omissions of said persons. Any of the Indemnified Parties may rescind the right of access to the Center and the right to participate in Personal Training Services at any time, at its sole and absolute discretion, without notice and for any reason or no reason.

IN CONSIDERATION FOR GYM OWNER'S PERMISSION TO USE THE CENTER AND PARTICIPATE IN PERSONAL TRAINING SERVICES (IF APPLICABLE), PARTICIPANT HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION AGAINST THE INDEMNIFIED PARTIES ARISING OUT OF PARTICIPANT'S USE OF THE CENTER AND PARTICIPATION IN PERSONAL TRAINING SERVICES AND HEREBY RELEASES THE INDEMNIFIED PARTIES FROM ALL LIABILITY IN CONNECTION THEREWITH.

I understand that this Agreement is intended to be a complete release of any responsibility for personal injuries and/or property loss/damage sustained by me while using the Center and/or participating in the Personal Training Services. I understand and agree that this document is intended to be as broad and inclusive as permitted by the laws of the State of California, and that if any portion of this agreement is held invalid, I agree the balance shall continue in full force and effect. I further acknowledge that I have read Section 1542 of the Civil Code of the State of California, which states in full: 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.

Participant understands that the use of the Center and participation in Personal Training Services is a privilege. Participant promises and agrees to act at all times in a safe and prudent manner, so as not to endanger her or himself, or others, while using the Center and participating in Personal Training Services. Participant shall indemnify and hold harmless all Indemnified Parties for all Claims, including attorneys' fees and costs incurred by any person or entity in defending any action brought against them as a result of the Participant's actions.

In the event of any asserted Claims, the Indemnified Parties shall provide Participant reasonably timely written notice of said Claim, and thereafter Participant shall, at his or her own expense, defend, protect and hold harmless the Indemnified Parties against said Claim or any loss or liability hereunder. In addition, the Indemnified Parties may, at their sole and absolute discretion, exercise full rights to defend, pay or settle said Claim on their behalf without notice to Participants, and with full rights to recourse against Participant for all fees, costs, expenses and payments made or agreed to be paid to settle and discharge said Claim. Participant further agrees to pay all reasonable attorneys' fee necessary to enforce this Agreement.

This Agreement shall be unlimited as to amount or duration.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, spouses, partners, administrators, heirs, children, unborn children, next of kin, survivors, distributees, successors and assigns. Participant agrees that GYM Owner, Manager, GYM's affiliates, representatives and agents may provide you with communications in electronic form. Your consent to receive electronic communications includes, but is not limited to, communications related to the Center, Personal Training Services, general corporate and community events, notices and disclosures, rules and regulations. Participant is aware that there is some level of risk that third parties might be able to read unencrypted emails. A valid e-mail address must be provided in order to receive documents electronically.

This Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature process complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any copy so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

PARTICIPANT CERTIFIES THAT HE OR SHE HAS CAREFULLY READ THIS DOCUMENT, UNDERSTANDS ITS CONTENTS IN THEIR ENTIRETY, AND ACKNOWLEDGES THAT IT IS INTENDED TO CONSTITUTE A LEGALLY BINDING AGREEMENT. THE PARTICIPANT HAS EITHER CONSULTED AN ATTORNEY OR WAIVES THE RIGHT TO DO SO. PARTICIPANT CERTIFIES THAT THIS DOCUMENT HAS BEEN EXECUTED VOLUNTARILY AND WITHOUT RESERVATION OR DURESS. SIGNATURES DELIVERED BY FACSIMILE OR ELECTRONIC MAIL SHALL SUFFICE AS ORIGINALS.

\*For a copy of our privacy policy, visit [www.thecampusatplayavista.com](http://www.thecampusatplayavista.com)

### **TERMS FOR RELEASE AND WAIVER OF LIABILITY & ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT**

Member enters into this Release and Waiver, and Assumption of Risk, for Member and for any and all of Member's guests and Member's minor children who Member permits to use the Facilities with or without supervision.

In consideration of being permitted to enter upon, participate in and use the facilities, equipment, services and activities of or offered by Active Wellness LLC, (including, without limitation, fitness programs offered via the internet or otherwise offsite ("Remote Programs")), and its agents, owners, directors, officers, employees, partners, independent contractors, volunteers, and all other persons acting in any capacity on their behalf (collectively, the "Fitness Center Parties"), I, on behalf of myself, my guests, children, heirs, executors, administrators, successors and assigns, hereby:

1. Acknowledge, understand and appreciate that my entry upon and/or use of the facilities, equipment, services and activities, including Remote Programs, of or offered by the Fitness Center Parties entails significant risks, both known and unknown, including, without limitation, the possibility of physical or emotional injury, infectious diseases (viral or bacterial, including but not limited to COVID-19), paralysis, death, other serious or catastrophic personal injuries, and loss or damage to personal property.

2. Expressly agree and promise to accept and assume all of the risks, both known or unknown, that may arise as a result of my entry upon, participation in and use of the facilities, equipment, services and activities, including Remote Programs, of or offered by the Fitness Center Parties, whether such risks are caused or alleged to be caused by the negligent (actively or passively) acts or omissions of any the Fitness Center Parties. I hereby confirm that I am voluntarily entering upon, participating in and using the facilities, equipment, services and activities, including Remote Programs, of or offered by the Fitness Center Parties, and that I am electing to take such voluntary actions in spite of the risks. I acknowledge and agree that I am solely responsible for my safety and responsible entry upon, participation in, and use of the facilities, equipment, services and

activities, including Remote Programs, of or offered by the Fitness Center Parties, whether or not supervised by a Fitness Center Party.

3. Expressly and voluntarily release and forever discharge each of the Fitness Center Parties from any and all claims, demands, causes of action or liability for any loss, damages, injuries or death that I may suffer as a result of my entry upon, participation in or use of the facilities, equipment, services or activities, including Remote Programs, of or offered by the Fitness Center Parties, whether the same arises out of or results from any act, omission or conduct of one or more of the Fitness Center Parties, negligent (actively or passively) or otherwise.

4. Expressly agree to hold harmless, indemnify and defend each of the Fitness Center Parties (with attorneys of each Fitness Center Party's choice) from any and all claims, demands, causes of action, or liability for any loss, damages, injuries or death suffered by any other person in connection with my entry upon, participation in or use of the facilities, equipment, services or activities, including Remote Programs, of or offered by Fitness Center Parties, whether the same arises out of or results from any act, omission or conduct of one of more of the Fitness Center Parties, negligent (actively or passively) or otherwise. The agreement by me to hold harmless, indemnify and defend the Fitness Center Parties is immediate upon the assertion of any claims, demands, causes of action or liability by any other person and is not contingent or dependent upon a finding that my actions caused the loss, damages, injuries or death claimed. The agreement by me to hold harmless, indemnify and defend the Fitness Center Parties includes all consequential damages incurred by the Fitness Center Parties, or which otherwise would be incurred by the Fitness Center Parties absent this agreement, including, but not limited to, all attorney's fees and costs, court and litigation costs, experts fees and costs, arbitrator fees and costs, mediator fees and costs, payment of any judgment, verdict, award or settlement on behalf of the Fitness Center Parties, and any other damages incurred by the Fitness Center Parties not included in the preceding list which arise as a direct or indirect consequence of the claims, demands, causes of action or liability asserted by any other person.

**5. ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND AM AWARE THAT IT CONTAINS A WAIVER AND RELEASE OF LIABILITY AND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE OR HOLD A FITNESS CENTER PARTY RESPONSIBLE FOR ANY INJURY WHICH I MAY SUFFER. I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

## **MEMBER RESPONSIBILITY CODE OF CONDUCT**

All members need to be knowledgeable of and responsible for complying with safe and healthful conduct to minimize the risk of communicable diseases. We ask members to follow the guidelines below:

Members who feel ill should stay home, follow appropriate self-care guidelines and/or contact their health care provider.

Members who have tested positive for COVID-19, or have had "close contact" as defined by the CDC and/or Los Angeles Department of Public Health (i.e. direct physical contact with the person (hugged or kissed them), shared eating or drinking utensils, they sneezed, coughed, or somehow got respiratory droplets on you) with an infected person should stay home unless or until the Member has met the criteria established by the CDC and local and state authorities for being around others or ending quarantine or home isolation.

Wear face coverings as required by government mandates and CDC guidelines.

Do not engage in hand shaking, fist bumping, high-fiving or any other person-to-person contact.

Practice physical distancing by maintaining a distance of six feet from others and observing floor and wall signage related to physical distancing expectations.

Wash hands frequently with water and soap for at least 20 seconds before entering the facility, after leaving the facility, and as needed during visits.

If soap and running water are not immediately available, use hand sanitizer that contains at least 60% alcohol. Hand sanitizing stations are placed throughout the facility.

Cover their mouth and nose when coughing or sneezing. Follow-up immediately with hand washing or sanitizer as noted above.

Avoid gathering in communal areas with other members where physical distancing expectations may be compromised.

Follow all equipment cleaning protocols as defined by site management. Wipe down every piece of equipment BEFORE use and again immediately AFTER use.

Support The Campus at Playa Vista's commitment to providing a safe environment for all by reporting incidents of non-compliance by others to CPV team.

Be kind and patient - we're all learning how to adapt to this new normal.

## **RULES & REGULATIONS**

1. Use of the Center is available to tenants of The Campus at Playa Vista only. No guests allowed.
2. You may not use the Center unless you have read, understood and signed the Waiver and Indemnification Agreement.
3. The hours of the Center are Monday through Friday, 6:00am - 8:00pm.
4. Wipe down equipment and return all weights to the racks after use.
5. Do not drop weights, dumbbells, or barbells.
6. Observe a 30-minute time limit on cardio equipment when other members are waiting.
7. Do not bring food or drinks into the facilities other than water bottles.
8. Proper footwear and exercise attire are required at all times.
9. Do not use equipment unless you fully understand written instructions on proper use.
10. Report any injuries to management immediately.
11. Photography using a camera or phone is not permitted.
12. Take cell phone calls outside or in the lobby.
13. Management is not responsible for personal property, including any items stored in lockers.
14. Lockers are for daily use only. Do not store any items in lockers overnight. Items left overnight may be removed by management.
15. Offensive behavior of any kind will NOT be tolerated in the Center. You may be removed from the Center for any such behavior and multiple instances of offensive behavior may result in the permanent loss of use of the Center. Any behavior you feel is inappropriate should be reported to management immediately.

The Center is for the enjoyment of all The Campus at Playa Vista tenants and their employees. Please assist us in maintaining the Center's cleanliness by disposing of all trash in the receptacles provided. Please report any problems immediately to management.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company