

IJO AT PLAY VISTA FITNESS CENTER

ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

CV LATITUDE 34, LLC, a Delaware limited liability company ("Owner"), is the owner of the office building commonly known as ijo at Playa Vista (the "Project"). The Project contains a fitness center containing various types of exercise equipment and related facilities such as the exercise studio room for additional exercise classes (the "Fitness Center").

The undersigned acknowledges that he or she has voluntarily chosen to utilize the Fitness Center and participate in related exercise programs or services. In consideration of permission to use the Fitness Center equipment, facilities, programs, and services, the undersigned agrees to the following:

1. **ASSUMPTION OF RISK.** Physical activity, by its very nature, carries with its certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Fitness Center has facilities for and provides for activities such as weightlifting, aerobic activities, fitness classes, and sporting activities. The specific risks vary from one activity to another, but the risks range from minor injuries such as scratches, bruises, and sprains to major injuries such as joint or back injuries and concussions to catastrophic injuries including paralysis and death. I understand and appreciate these and other risks that are inherent in the use of the equipment and participation in the activities available at the Fitness Center. I hereby voluntarily and knowingly assume such risks.

2. **RELEASE AND WAIVER OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW AND IN CONSIDERATION FOR PERMISSION TO USE THE FITNESS CENTER, I, ON BEHALF OF MYSELF, MY SPOUSE, MY HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND ASSIGNS, HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE AND RELEASE THE OWNER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "OWNER PARTIES") FROM (I) ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM OR SUIT WHATSOEVER (COLLECTIVELY, "CLAIMS") AND (II) ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE, RESULTING FROM OR RELATED TO MY USE OF THE FITNESS CENTER OR THE EQUIPMENT AND FACILITIES LOCATED THEREIN. I SPECIFICALLY UNDERSTAND THAT I AM WAIVING AND RELEASING ANY CLAIMS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR OTHER CONDUCT BY OWNER OR ANY OWNER PARTIES. I FURTHER AGREE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OWNER PARTIES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS ARISING AS A RESULT OF MY USE OF THE FITNESS CENTER. THE FOREGOING WAIVER AND RELEASE INCLUDES, WITHOUT LIMITATION, ANY AND ALL CLAIMS FOR INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO THE PRESENCE OF ANY BACTERIA, VIRUS OR HARMFUL CONTAMINANTS IN THE FITNESS CENTER, AND THE CONTRACTION OF ANY DISEASE, ILLNESS OR OTHER HEALTH CONDITION IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION, THE NOVEL CORONAVIRUS DISEASE COMMONLY KNOWN AS COVID-19. Furthermore, the Owner Parties shall not be responsible or liable to me for loss of personal property. Any property left by me or my guests on the premises of the Fitness Center may be disposed of or sold without notice.**

3. **SEVERABILITY.** I further agree that, should any provision of this Assumption of Risk and Release and Waiver of Liability be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall remain in full force and effect.

4. **ACKNOWLEDGEMENT.** I have read this Assumption of Risk and Release and Waiver of Liability, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability as set forth above, to the greatest extent allowed by law.

Signed: _____ Date: _____

Name (please print): _____

||O AT PLAY VISTA FITNESS CENTER

ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY:

COVID-19 ADDENDUM

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

CV LATITUDE 34, LLC, a Delaware limited liability company ("Owner"), is the owner of the office building commonly known as i|o at Playa Vista (the "Project"). The Project contains a fitness center containing various types of exercise equipment and related facilities such as the exercise studio room for additional exercise classes (the "Fitness Center"). Owner cannot guarantee that you will not become infected with COVID-19. Further, utilizing the Fitness Center and participating in related exercise programs and services may increase your risk of contracting COVID-19.

1. **ASSUMPTION OF RISK.** By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Fitness Center and that such exposure or infection may result in personal injury, illness, permanent disability, and death. In consideration of permission to use the Fitness Center, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death) or illness arising from COVID-19.

2. **RELEASE AND WAIVER OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW AND IN CONSIDERATION FOR PERMISSION TO USE THE FITNESS CENTER, I, ON BEHALF OF MYSELF, MY SPOUSE, MY HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND ASSIGNS, HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE AND RELEASE THE OWNER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "OWNER PARTIES") FROM (I) ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, CLAIM OR SUIT WHATSOEVER (COLLECTIVELY, "CLAIMS") AND (II) ANY AND ALL INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE, RESULTING FROM OR RELATED TO MY USE OF THE FITNESS CENTER OR THE EQUIPMENT AND FACILITIES LOCATED THEREIN. I SPECIFICALLY UNDERSTAND THAT I AM WAIVING AND RELEASING ANY CLAIMS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR OTHER CONDUCT BY OWNER OR ANY OWNER PARTIES. I FURTHER AGREE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OWNER PARTIES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS ARISING AS A RESULT OF MY USE OF THE FITNESS CENTER. THE FOREGOING WAIVER AND RELEASE INCLUDES, WITHOUT LIMITATION, ANY AND ALL CLAIMS FOR INJURY, LOSS, ILLNESS, HARM, COST, EXPENSE, CLAIM, SUIT, OR DAMAGE RESULTING FROM OR RELATED TO THE PRESENCE OF ANY BACTERIA, VIRUS OR HARMFUL CONTAMINANTS IN THE FITNESS CENTER, AND THE CONTRACTION OF ANY DISEASE, ILLNESS OR OTHER HEALTH CONDITION IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION, THE NOVEL CORONAVIRUS DISEASE COMMONLY KNOWN AS COVID-19.**

3. **SEVERABILITY.** I further agree that, should any provision of this Assumption of Risk and Release and Waiver of Liability be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall remain in full force and effect.

4. **ACKNOWLEDGEMENT.** I have read this Assumption of Risk and Release and Waiver of Liability, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability as set forth above, to the greatest extent allowed by law. I further agree to abide by any applicable laws, and any rules and regulations established by Owner Parties in connection with COVID-19.

[Signature on following page]

HO AT PLAY VISTA FITNESS CENTER
ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY:
COVID-19 ADDENDUM-- SIGNATURE PAGE

Signed: _____ Date: _____

Name (please print): _____

Email Address: _____

Kastle Access Card Number: _____