



FITNESS CENTER WAIVER AND RELEASE FORM

611 Gateway Center LP - 611 Gateway Boulevard, South San Francisco, CA 94080

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

The Undersigned ("Participant"), in consideration of the right to utilize the 611 Gateway Center LP fitness center at 611 Gateway Boulevard., SSF, CA, ("Fitness Center") under the terms and conditions set forth below in this Limited Right of Use and Access, Liability Waiver and Indemnification Agreement (the "Agreement") hereby agrees to indemnify and hold harmless 611 Gateway Center LP ("611 Gateway Center LP") and Alexandria Real Estate Equities, Inc. ("AREE, Inc."), and all officers, directors, employees, agents, representatives, members, managers, successors and assigns (collectively the "Indemnified Parties") from and against any and all losses, claims, actions, assessments, fines, damages, costs, liability or suit, whether asserted by the undersigned or by any other party ("Claim"), arising from or related to the Participant's use of the Fitness Center.

611 Gateway Center LP grants Participant, during the period that Participant is an employee at 611 Gateway Center LP or AREE, Inc., or one of its Tenants or subtenants at 611/601/651 Gateway Boulevard, South San Francisco, CA, a limited right of access to the Fitness Center at such times as the Fitness Center is open and authorized for use. Rules governing behavior in the Fitness Center ("Rules") shall be posted and shall be subject to change without notice at the sole and absolute discretion of 611 Gateway Center LP and AREE, Inc. Participant must comply with all posted Rules as a condition of use of the Fitness Center.

Participant has made a voluntary choice to use the Fitness Center and acknowledges that doing so can involve dangerous or hazardous activities. It is acknowledged that the Fitness Center is neither monitored nor supervised by 611 Gateway Center LP or AREE, Inc., and the Participant utilizes the Fitness Center solely at his or her own risk. 611 Gateway Center LP and AREE, Inc., expressly disclaim responsibility for the actions of other persons using the Fitness Center and Participant holds the Indemnified Parties harmless from the acts or omissions of said persons. 611 Gateway Center LP and/or AREE, Inc., may rescind the right of access to the Fitness Center at any time, at its sole and absolute discretion, without notice and for any reason or no reason.

IN CONSIDERATION FOR 611 GATEWAY CENTER LP'S PERMISSION TO USE THE FITNESS CENTER PARTICIPANT HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION AGAINST THE INDEMNIFIED PARTIES ARISING OUT OF PARTICIPANT'S USE OF THE FITNESS CENTER AND HEREBY RELEASES THE INDEMNIFIED PARTIES FROM ALL LIABILITY IN CONNECTION THEREWITH.

Participant understands that the use of the Fitness Center 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 Fitness Center. 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, administrators, heirs, next of kin, survivors, successors and assigns.

Participant acknowledges that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California, and if any portion of this Agreement is held to be invalid and unenforceable, the remainder of the Agreement shall continue in full effect.



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.

Signed this _____ day of _____, 20 _____

Participant Signature: _____

Printed Full Name: _____

Company Name: _____

Access Card No.: _____

Email Address: _____

Emergency Contact Information

Name: _____

Phone Number: _____