

## **GATEWAY FITNESS CENTER**

### ***Waiver of Liability***

As a condition to, and in consideration of, my use of the Gateway Fitness Center (the “**Fitness Center**”), inclusive of exercise, cardiovascular, and weight training facilities and equipment, all located at 611 Gateway Boulevard, South San Francisco, CA 94080 (the “**Building**”), I hereby certify, covenant, and agree as follows:

1. I am in good physical condition. I am familiar with and able to competently use the equipment, machines, mats, mirrors, services and other furnishings and equipment (collectively, the “**Equipment**”) located in or provided by or in connection with the Fitness Center. I am familiar with and able to participate in exercise and fitness activities available in the Fitness Center without any medical restrictions. I will do all exercise, use the Equipment and participate in all activities at the Fitness Center at my own pace and at my own risk. I agree to follow all instructions regarding the use of the Equipment and to use the Equipment in a safe and responsible manner. I understand that the Fitness Center may be unmanned and unsupervised during its hours of operation. I recognize the inherent risk in using the Equipment and participating in any of the services that may be provided in connection with the Fitness Center. I hereby assume the risk of any and all accidents, injuries and damages of any kind which may be sustained by me (including any injuries or damages sustained by me resulting from the actions or omissions of another person using the Fitness Center) or the Equipment and which are caused by or in connection with my use of the Equipment or participation in any of the services provided by the Fitness Center.
2. I understand and agree that neither BXP 611 Gateway Center LP (the owner of the Building), Boston Properties Limited Partnership, BXP 601 & 651 Gateway Center LP, BP Management, L.P., BXP California GP LLC, nor Boston Properties, Inc. nor any of their employees, personnel, or agents of the owner or operator of the Fitness Center, if any, makes any representation or warranty to me regarding the Fitness Center or the fitness for use or suitability of the Equipment for the purpose for which I intend or have represented that I intend to use the Fitness Center and the Equipment.
3. I understand that none of the employees, personnel, or agents of the owner or operator of the Fitness Center has any expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on any medical condition(s).
4. I grant permission for first aid and/or C.P.R. to be given to me in an emergency, as determined in the sole discretion of any of the employees, personnel, or agents of the owner or operator of the Fitness Center, and I agree that I will be solely responsible for any medical costs or expenses or any loss, liability or damage which may arise as a result thereof, or as a result of my use of the Fitness Center in any manner whatsoever.
5. I acknowledge that I have read and understood this Waiver of Liability and all posted Rules and Regulations (the “**Rules and Regulations**”) governing the use and hours of operation of the Fitness Center. I agree to fully comply with this Waiver of Liability and the Rules and Regulations as they are amended from time to time and posted in the Fitness Center.
6. I will not provide access to the Fitness Center to any person who has not (x) executed and delivered to the operator of the Fitness Center a Waiver of Liability in this form, and (y) received the express written permission of such operator to use the Fitness Center.

7. I understand that in participating in one or more exercise, fitness or other activities, or in using any permitted personal training services, at the Fitness Center that there is a possibility of accidental or other physical injury or death to me or of loss or damage to my property. I agree, on behalf of myself, my heirs, executors, administrators, successors and assigns, to assume all risk of such injury or death to me and of such loss of or damage to my property, and further agree to indemnify and hold harmless the owner of the Building, Boston Properties Limited Partnership, Boston Properties, Inc., BP Management, L.P., any tenants in the Building, and any of their respective officers, directors, shareholders, partners, members, employees, personnel, or agents (collectively, the “**Indemnitees**”) with respect to any and all liabilities, losses, costs, damages, claims, expenses (including attorneys fees), actions, causes of action, suits or liabilities of every kind and nature whatsoever, including without limitation those as to illness, harm, bodily injuries, including death at any time resulting therefrom, and loss or damage to property, and the consequences therefrom, in any manner incident to, arising out of, or in consequence of my use of the Fitness Center, except to the extent that any of the foregoing is caused by the intentional act or intentional omission of any of the Indemnitees. By signing this waiver, I waive my right to bring against any Indemnitee a court action to recover from any Indemnitee compensation or obtain any other remedy for any injury to myself or my property or my death, however caused, arising out of my use of the Fitness Center, not or at any time in the future. I agree to waive and release any and all claims that I may have or have in the future against any or all of the Indemnitees. I further expressly agree that the foregoing release, waiver and indemnity is intended to be as broad and inclusive as the laws of the State of California will allow and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full force and effect.
8. I certify that my use of the Fitness Center, including, but not limited to the shower facilities located therein, is voluntary, and that my use of these facilities is in no way a requirement of or related to my employment duties with \_\_\_\_\_.

(Print Name of Your Company)

I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER OF LIABILITY.

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

Name (please print): \_\_\_\_\_

Company (Tenant): \_\_\_\_\_

Office Phone No: \_\_\_\_\_

Mobile Phone No: \_\_\_\_\_

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