

**201 CALIFORNIA STREET
AGREEMENT FOR TENANT USE OF FITNESS CENTER**

IN CONSIDERATION of being permitted to utilize the 201 California Street Fitness Center (hereafter "Fitness Center") for the purpose of using the exercise equipment located therein and health related facilities and services, I agree, on behalf of myself, my personal representatives, assigns, heirs, and next of kin, to the following:

1. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT TO NOT SUE Columbia REIT – 201 California Street, LLC, as owner of the Fitness Center (the "Owner"), Columbia Property Trust Services, LLC (the "Manager") and their respective agents, employees, contractors and all other personnel providing services on the premises, (individually and collectively referred to as the "Released Parties"), from any and all liability to me, my personal representatives, assigns, heirs, and next of kin for any and all claims, demands, obligations, losses, expenses, costs or damages on account of injury to me or my death, or damage to or loss of or to any of my property, at any time now or in the future, arising out of the use of the Fitness Center or while I am in the Fitness Center premises from any cause whatsoever, even if caused by the negligence of the Released Parties (excepting only the gross negligence of the Released Parties) (individually and collectively, the "Released Matters"). I voluntarily and knowingly assume the risk of all such injury, death, damage, expense, claim or loss.
2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS AND DEFEND (with counsel agreed to by the Released Parties), the Released Parties, and each of them, from any and all claims, demands, obligations, losses, liability, damages, costs or expenses, including but not limited to attorneys' fees, which the Released Parties may incur related to any Released Matters. I HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM OR LAWSUIT BY ME, MY FAMILY, ESTATE, HEIRS OR ASSIGNS, ARISING OUT OF OR RELATING TO MY USE OF THE FITNESS CENTER OR ANY EQUIPMENT LOCATED THEREIN, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING BEFORE, DURING OR AFTER USE OF THE FITNESS CENTER, AND CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, OR BASED ON NEGLIGENCE OF OTHER PARTICIPANTS OR THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.
3. I expressly agree that the foregoing release, discharge, covenant not to sue, waiver and indemnity is intended to be as broad and inclusive as is permitted by the laws of the State of California.
4. I expressly acknowledge and agree that any personal trainers or fitness instructors, on the premises of the Fitness Center are a separate and distinct entity from the Released Parties, and I understand and agree that the Released Parties are not liable or responsible in any way for the actions of such personal trainers or fitness instructors.
5. I agree that use of the Fitness Center is permitted solely under the terms of this agreement and in consideration of mutual promises and releases made herein. I understand and agree that the Fitness Center and its facilities are separate and distinct from the related services and related facilities which are provided to me as a tenant or as an employee of a tenant of the 201 California Street building, and are separate and distinct from the services and facilities which are contained under my or my employer's lease agreement and which are compensated for through the rent paid under any lease for the building. I agree that I may be a member of the Fitness Center only while I am a tenant (or employee of a tenant) at 201 California Street,

and that my membership, if not earlier terminated, shall terminate immediately upon my leaving 201 California Street as a tenant or employee of a tenant. I understand and agree that the Owner and its agents, in their sole discretion, may change the hours of operation, the equipment, the facilities and services provided, or any other aspect of the Fitness Center, including its continued operation, without any liability therefore and without any reduction or set off against the rent which I or my employer pays under a separate lease agreement.

6. I promise to comply with the following regulations, and any others established by the Released Parties in the future from time-to-time governing the use of the Fitness Center, and I understand and agree that the Released Parties have the right, at their sole discretion, to establish any rules, regulations or policies which they determine are useful and I promise I will comply with such rules, regulations or policies:
 - A. Only authorized tenants or employees of tenants who have executed an Agreement for Tenant Use of 201 California Street Fitness Center for the use of the facility (hereafter "Members") may use the Fitness Center. NO MEMBER SHALL ADMIT, BRING OR PERMIT ANY GUESTS, CHILDREN, VISITORS, OR ANIMALS (OTHER THAN SERVICE ANIMALS IN ACCORDANCE WITH APPLICABLE LAW), TO COME INTO OR USE THE FITNESS CENTER, AND SUCH VIOLATION SHALL RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT WITH THE MEMBER.
 - B. Each Member shall be liable for any property damage and/or personal injury at the Fitness Center caused by the Member. It shall be the obligation of the Member to pay for any costs related to such damage or injury upon presentation of an invoice therefor.
 - C. Members shall advise the Released Parties of any and all problems regarding the maintenance of exercise equipment and any other part or aspect of the Fitness Center in which a Member observes a problem. Released Parties, however, shall assume no liability for any repair or maintenance of the exercise equipment or the facilities, and Members assume complete risk of the use of the equipment and facilities in the Fitness Center.
 - D. Members shall review and follow all posted instructions regarding the operation of all equipment and the facilities.
 - E. The Fitness Center and the Released Parties shall not be responsible to Members for articles lost or stolen in the Fitness Center or lockers, or for loss or damage to any other property.
 - F. The Released Parties reserve the right to close the Fitness Center to Members if the number of people using the Fitness Center exceeds the capacity of the facility. In addition, the Released Parties reserve the right to modify or close the Fitness Center to Members without prior notice at any time, as deemed desirable by the Released Parties from time-to-time.

7. I understand that using the Fitness Center may be inherently dangerous. I acknowledge and assume the risk of all activities that I voluntarily choose to participate in at the Fitness Center.
8. I acknowledge that I should seek advice from qualified medical authorities for an assessment of my physical condition prior to engaging in any activity at the Fitness Center. I agree that it is my continuing obligation to monitor my physical condition and discontinue use of the Fitness Center if I or my physician determines that it is not in my best interest to continue using the Fitness Center. I further warrant the following statements are true and correct, and understand that the Released Parties have relied on these statements as a condition precedent to giving me permission to enter and use the Fitness Center:
 - A. No oral representation, statements, or inducements apart from the foregoing written Agreement have been made;
 - B. I am 18 or more years of age;
 - C. I am in a good condition of health and am able to use the exercise equipment contained within the Fitness Center without restriction. I warrant and represent that I have no disability, impairment or ailment preventing me from engaging in active or passive exercise or that will be detrimental to my health, safety or physical condition if I do so engage or participate. I agree that the Fitness Center and the Released Parties assume no responsibility for any injury or illness caused by any physical condition I may have whether known or unknown to me. I shall not use the Fitness Center facilities if I am under any physician's care without express approval of my physician and the Released Parties. I EXPRESSLY AGREE THAT IF I HAVE ANY REASON TO BELIEVE I HAVE A PHYSICAL IMPEDIMENT TO AN EXERCISE THEN I WILL NOT UNDERTAKE SUCH EXERCISE WITHOUT FIRST HAVING A PHYSICIAN REVIEW SUCH EXERCISE. (The Fitness Center recommends that all Members obtain physical examinations prior to using the facility. Those Members who have a previous history of cardiovascular disease or related health illnesses are especially urged to obtain such examinations.) I understand that there is no staff on site at the Fitness Center and no member of the 201 California building staff has had any training that would qualify them to dispense medical advice or prescribe treatment, and I acknowledge that no such representation has been made.
 - D. I assume full responsibility and risk of bodily injury, death, or property damage or loss due to or as a result of any occurrence or circumstance while using the Fitness Center or the exercise equipment or any other equipment located in the Fitness Center.
 - E. This Agreement may be modified only by an instrument in writing, signed by the Member and a duly authorized representative of the Owner. Any agreement with the Member which is not set forth in this agreement, or in a written amendment as aforesaid, shall not be valid and any oral agreements or oral changes to this agreement shall not be valid.

- F. This Agreement is granted in exchange for valuable consideration and is legally binding upon myself, my heirs, successors and assigns. I acknowledge that I am of sound mind and that I have fully read and understand the contents of this Agreement and that I enter into it of my own free will. I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND SIGN IT VOLUNTARILY.

- G. This Agreement is binding on me without the necessity of the Owner's signature appearing on it.

IN WITNESS WHEREOF, this Agreement for Tenant Use of 201 California Street Fitness Center is executed on

this _____ day of _____, 20_____.

MEMBER SIGNATURE:

Printed Name _____

Email Address _____

Access Badge # _____

FITNESS CENTER RULES & REGULATIONS

- The Fitness Center is accessible 24/7 with access card entry.
- Each individual is responsible for wiping down each piece of equipment after use for the next user.
- Please limit use to one towel. All towels that are property of the building must remain in the Fitness Center.
- Any property of the Fitness Center shall not be removed for the fitness area for any reason.
- Please dispose of used towels in bins located in the locker rooms.
- Lockers are for day-use only. Items left overnight will be removed and disposed of.
- No bare feet allowed outside of restrooms.
- Please pick up your towels, water bottles, newspaper, magazines, other personal belongings, and trash.
- Members shall not bring any food into the fitness club at any time. Beverages consumed during workout must be in a container with a lid. Member must clean any spills immediately.
- Members are fully responsible for personal items that are lost, stolen, or damaged at the Fitness Center.
- No alcohol, smoking, or drugs are allowed in the Fitness Center.
- To ensure a comfortable atmosphere for everyone, please be courteous and respectful to others. No abusive or provocative language.
- Members must wear appropriate attire inclusive of shirt or top, shorts and or pants, and appropriate athletic shoes.
- During peak hours (or while others are waiting), limit your time on the treadmill, stationary cycle, etc. to 30 minutes.
- Do not drop weights. Equipment must be handled with care.
- Return weights, mats, fitness accessories to proper area after use.
- Members shall pay for any loss or damage to property for which they are responsible.
- Report faulty or malfunctioning equipment, hazardous conditions or situations, safety concerns to Manager.
- No guests are allowed into the fitness center only tenants with a signed waiver have access permission.
- Doors shall not be propped open.
- No personal notice, advertising or other literature, either posted or for distribution, is allowed without the express permission of Manager.
- Individual membership access cards to the Fitness Center shall not be shared and shall only be used by the individual to which such access card was issued by Manager. Failure to abide by this rule shall result in immediate termination of such Member's right to use the Fitness Center.
- Manager reserves the right to add to, change or delete any of the rules and regulations of the Fitness Center as may from time to time be deemed necessary or desirable. Manager reserves the right to change the membership fee and hours of operation without prior written notice to Members.