

**PACIFIC CENTER
EXERCISE FACILITY
CONSENT & RELEASE FORM**

I, _____, on behalf of myself, my heirs and assigns, in order to be allowed to use the exercise facility (the "Facility") located at Pacific Center, 1455 Frazee Road, 1585 Murray Canyon Road, 1615 Murray Canyon Road, San Diego, CA 92108 and owned by FSP Pacific Center, LLC ("Owner") and managed by CommonWealth Partners Management Services, L.P. ("Manager"), hereby agree as follows:

1. **Assumption of Risk.** I understand that certain dangers are inherent in the use of the Facility and the equipment in it. The Facility will not be attended. I will adhere to the rules and warnings posted in the Facility and on the equipment. I expressly assume all risk of and accept full responsibility in the event of any injury or damage of any nature (including death) which may occur as a result of my use of the Facility.
2. **Indemnification.** I shall indemnify and defend Owner and Manager and its officers, directors, subsidiaries, parents, representatives, employees and assigns against any and all loss, injury, accident, expense, and claims of any type, including damages, attorney's fees, costs, paralegal fees or other expenses of any kind arising as a result of my use of the Facility.
3. **Release from Liability.** I hereby release Owner and Manager and its officers, directors, subsidiaries, parents, representatives, employees and assigns from any liability, whether or not caused by their own negligent acts or negligent acts of their employees, in the event of any injury or damage of any nature (including death) to me or anyone else caused by my use of the Facility.
4. **Covenant.**
 - a. I promise that I will follow all instructions concerning the operation of the equipment within the Facility, and that I will use all equipment as is intended by the equipment manufacturers (although there are still inherent risks associated with the activity even if the equipment is used properly). I will comply with all posted rules and heed all posted warning signs. I will exercise reasonable care when using the Facility.
 - b. I am not now nor will I become impaired in any way by the use of the intoxicants or otherwise before or during my use of the Facility. I do not have any medical conditions which may prevent me (with reasonable accommodation) from safely using the facility.
 - c. I certify that I have read and fully understand this Consent and Release, that I am at least twenty-one (21) years of age, and am legally competent to enter into this Consent and Release.
 - d. I am an employee of _____. Upon termination of my employment with _____, I will immediately cease using the Facility.

e. I promise that within twenty-four (24) hours after any accident or mishap involving my use of the Facility, I will deliver written notice of the event to Commonwealth Partners Management Services, L.P. at the office of the building by certified mail, return receipt requested.

- 5. **Governing Law.** The Consent and Release shall be interpreted under the laws of the State of California and is intended to be as broad and inclusive as permitted under such law. If any portion of the Consent and Release is held to be unenforceable or invalid, the balance of the Consent and Release shall continue in full force and effect.

I hereby understand and agree to the above terms as evidenced by my signature below.

Signature

Date

Printed Name

Access Card Number