

General Release and Waiver

Project: Pacific Center - 1415 Frazee Road and 1615 Murray Canyon Road, San Diego, CA

I, the undersigned user, wish to utilize the Volleyball and/or Bocce Court at the Project (the “**Activity**”). In consideration of being permitted to use the Project for the Activity, I hereby release FSP Pacific Center, LLC (“**Owner**”), Commonwealth Partners, LLC, the Property Manager, CWP Capital Management, LLC, Fifth Street Properties, LLC, Commonwealth Pacific, LLC, the State of California Public Employees’ Retirement System, and each of their respective officers, partners, directors, shareholders, managers, administrators, agents, servants, employees, representatives, attorneys, lenders, successors and assigns, affiliated organizations, subsidiaries and parent organizations, past, future and present (the “**Released Parties**”), and agree to indemnify the Released Parties, from any and all claims, liabilities or causes of action of any kind, known or unknown, connected with the Project or the Activity.

I hereby freely assume all risks, known and unknown, involved in the Activity and will refrain from filing or causing to be filed any claim, charge, complaint, demand, or cause of action against any of the Released Parties in any court of law or before any administrative agency, state, federal or local, based upon any contract (express or implied), or liability of the Released Parties for any personal injury (including death) or property damage, or a violation of any federal, state, or local law or regulation, relating in any manner whatsoever to the Project or the Activity.

This is a full and general release of all such claims, rights, demands, action and obligations that are presently known, anticipated or disclosed to me, as well as such claims, rights, demands, actions and obligations which are presently unknown, unanticipated, or undisclosed to me. I hereby waive any and all rights or benefits which I may now have, or may in the future have, under any applicable state law that limits the scope of a general release as to unknown claims. I waive the provisions of California Civil Code Section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

I represent and warrant to the Owner that I am in good health, I have no medical condition that would prevent me from engaging in the Activity or that would make the Activity risky for me, and I understand that I have been advised to consult with a health professional before engaging in the Activity. I further represent and warrant to the Owner that I have read this document, understand that it is a binding legal contract, am fully aware of its contents and of its legal effect and of the inherent risks of personal injury involved in the Activity, and am executing this General Release freely, without coercion, based on my own judgment and not in reliance upon any representations or promises whatsoever regarding the Project, the Activity, or otherwise. I make this release on my own behalf and on behalf of my representatives, heirs, successors and assigns.

This General Release shall be construed and governed by the laws of the State of California.

By: _____ Date: _____
[print name]

[signature] Phone: _____